#### **EXHIBIT 'A'**



#### **MASTER LEASE AGREEMENT - EQUIPMENT**

TOYOTA

COMMERCIAL FINANCE

Date: 01/22/2020

Dealer No.: 0177

Agreement No. 4153

LESSOR – LEGAL NAME AND ADDRESS Vesco Industrial Trucks of Hickory, Inc. 525 17th ST NW Hickory, NC 28601-3347 LESSEE – LEGAL NAME, DBA AND ADDRESS CORE SCIENTIFIC, INC 2800 NORTHUP WAY STE 220 BELLEVUE, WA 98004-1440

JURISDICTION OF ORGANIZATION: Delaware ENTITY TYPE: Corporation COUNTY: KING

THIS MASTER LEASE AGREEMENT ("Lease") is effective as of the date specified on the signature page hereof, between the lessor identified above and its successors and assigns (collectively, "Lessor") and the lessee specified above and its successors and permitted assigns (collectively, "Lessee"). In consideration of the mutual promises contained herein and such other adequate consideration, the parties hereto agree to the following terms and conditions:

- LEASE. Lessor hereby leases to Lessee the property (together with all parts, replacements, repairs, additions, accessions, and accessories incorporated therein and/or affixed thereto, and all related operating manuals, maintenance records, and similar information, the "Equipment") described in each Equipment Schedule executed pursuant to this Lease (each, a "Schedule").
- 2. TERM; RENTAL. The term of the Lease (the "Lease Term") shall be as set forth on the Schedule with respect to the Equipment described therein. Lessee's execution of a Schedule shall constitute acceptance by Lessee of the Equipment described therein. Lessee shall pay Lessor rent for the Equipment during the Lease Term as specified on the applicable Schedule, payments of rent shall be made to Lessor at the payment address specified by Lessor in this Lease, or by such other manner as Lessor may designate in writing. If any rent or other amount payable under this Lease is not received when due, Lessor is entitled to collect, and Lessee agrees to pay, upon demand, the lesser of the late charge specified in the applicable Schedule or the maximum allowable late charge including interest permitted by applicable law. Time is of the essence in this Lease.
- 3. INTENT, TITLE AND LIENS. The parties intend and agree that: (a) the Equipment shall remain personal property, and Lessor's title thereto shall not be impaired, notwithstanding the Equipment being affixed to any real property; (b) title to the Equipment shall at all times remain in Lessor, and Lessee shall acquire no interest therein other than a leasehold interest; (c)Lessee shall (1) maintain the Equipment free from all claims, ilens, encumbrances, attachments, rights of others, and legal processes ("<u>Liens</u>") of creditors of Lessee or other persons claiming by, through, or under Lessee; (2) defend, at Lessee's own expense, Lessor's title to the Equipment from such Liens; and (3) notify Lessor immediately upon knowledge of any Lien; (d) this Lease constitutes a true "lease" as such term is defined in the Uniform Commercial Code ("UCC") under Article 2A and not a sale or retention of security Interest If, notwithstanding the express intent of the parties, a court determines that this Lease is not a true lease, then, in order to secure Lessee's prompt payment and performance of its obligations (both now existing and hereafter arising) under this Lease: (1) Lessee hereby grants to Lessor a first priority security interest in the following (whether now existing or hereafter acquired): (A) the Equipment and all parts, replacements, repairs, additions, substitutions, accessions. and proceeds (cash and non-cash; but with no power of sale), including the proceeds of all insurance policies, thereof, and (B) all subleases and accounts relating to use of the Equipment by any third party; (2) in addition to all of its other rights and remedies under this Lease, Lessor shall have all of the rights and remedies of a perfected secured party under the UCC; and (3) the obligation to pay rent, to the extent constituting the payment of interest, shall be at an interest rate that is equal to the lesser of the maximum lawful rate permitted by applicable law or the effective interest rate used by Lessor in calculating such amount
- 4. PURCHASE AND ACCEPTANCE; DISCLAIMER. Lessee acknowledges and agrees that: (a)(1) Lessor did not select, manufacture, or supply the Equipment; (2) Lessor acquired the Equipment from the manufacturer or vendor of the Equipment (the "Manufacturer") in connection with the Lease; (3) Lessee selected the Manufacturer and directed Lessor to acquire the Equipment from the Manufacturer; (4) Lessee is entitled to the representations and warranties provided by the Manufacturer in connection with the Lessor's purchase agreement relating to the Equipment; and (5) Lessee may communicate with the Manufacturer and receive an accurate and complete statement of those representations and warranties, including any disclaimers and limitations of the promises, representations, warranties, or remedies; (b) Lessor shall have no responsibility for delay or failure of Manufacturer to fill the order for the Equipment; and (c) THE EQUIPMENT IS LEASED HEREUNDER "AS IS", AND LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS LIABILITY FOR, AND LESSEE HEREBY WAIVES ALL RIGHTS AGAINST LESSOR (BUT DOES NOT WAIVE ANY RIGHTS AGAINST MANUFACTURER) RELATING TO, ANY AND ALL WARRANTIES,

REPRESENTATIONS, OR OTHER OBLIGATIONS OF ANY KIND WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING (1) MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE; (2) COURSE OF DEALING OR USAGE OR TRADE; OR (3) COMPLIANCE WITH APPLICABLE LAW, TITLE, OR FREEDOM FROM LIENS, TRADEMARK, PATENT, OR COPYRIGHT INFRINGEMENT, AND LATENT DEFECTS (WHETHER OR NOT DISCOVERABLE). So long as no default has occurred, (A) Lessor hereby assigns to Lessee all assignable warranties made by the Manufacturer to Lessor for and during the Lease Term and Lessee agrees to resolve all warranty claims directly with the Manufacturer; and (B) Lessor, or anyone rightfully claiming an interest through Lessor, shall not interfere with Lessee's possession and use of the Equipment. Any such claim shall not affect in any manner the unconditional obligation of Lessee to make rent payments hereunder. All expenses incurred in connection with Lessor's purchase of the Equipment (including shipment, delivery, and installation) shall be the responsibility of Lessee and shall be paid upon demand.

- 5. USE AND MAINTENANCE. (a) Lessee shall: (1) use the Equipment solely in the United States and in the conduct of its business, for the purpose for which the Equipment was designed, in a careful and proper manner; (2) operate, maintain, service, and repair the Equipment, and maintain all records and other materials relating thereto, in accordance and consistent with (A) all applicable maintenance and operating manuals or service agreements, (B) all applicable insurance policies, (C) the terms of any applicable warranties of the Manufacturer, (D) all applicable laws, and (E) the prudent practice of other similar individuals or companies in the same business as Lessee (but to no lesser standard than that employed by Lessee for comparable equipment owned or leased by it); (3) cause the Equipment to be in at least the same condition as when it was delivered to Lessee for comparable equipment owned or leased by it); (3) cause the Equipment to be in at least the same condition as when it was delivered to Lessee hereunder (excepting ordinary wear and tear resulting despite Lessee's compliance with the terms hereof); (4) provide written notice to Lessor prior to any change of the location of any Equipment; and (5) without Lessor's prior written consent, not attach or incorporate the Equipment which become worn out, lost, damaged beyond repair, or otherwise unfit for use, by new or reconditioned replacement parts which are free and clear of all Liens, and have a value, utility, and remaining useful life at least equal to the parts replaced. (c) Lessee may make atterations, improvements, and additions to the Equipment, without approval from Lessor, provided that such atterations, improvements, and additions of the Equipment, or affect the remaining useful life which the Equipment would have without such atterations, improvements, and additions. Otherwise, all atterations, improvements, and additions or owned by Lessor. If removed, Lessee agrees to, at its expense, restore the Equipment to Lessor, Lessee agrees to remove
- 6. FEES AND TAXES. Lessee shall report, pay when due, and reimburse Lessor (on an after-tax basis) for, and indemnify and hold Lessor harmless from all fees, taxes, assessments and all other charges or withholdings of any nature (together with any penalties, fines or interest thereon, unless such penalties, fines or interest result from the gross negligence or intentional misconduct of Lessor), arising at any time, upon or relating to the Equipment, or this Lease, or the purchase, ownership, delivery, leasing, possession, operation, transfer, use, or return or other disposition of the Equipment, or based upon the lease except for any taxes based upon Lessor's net income, Lessee shall timely pay any Taxes.

#### **MASTER LEASE AGREEMENT - EQUIPMENT**



and Fees for which Lessee is primarily responsible under law and any other Taxes and Fees not payable or not paid by Lessor. Upon Lessor's request, Lessee shall furnish proof of its payment of any Taxes and Fees.

Lessee covenants that Lessee will not file any tax return or other document or take any position which is inconsistent with the treatment of Lessor as the owner of the Equipment. Should Lessee breach this covenant. Lessee agrees to pay Lessor for any damages or losses occurring as a result of the breach, including any interest, fines, penalties, additions to tax, charges, or costs.

Lessor will file all returns and remit all personal property taxes applicable to the Equipment, and Lessor will bill Lessee for such charges, agrees to pay such bills within thirty (30) days of receipt thereof. Lessor may also bill Lessee an estimated amount for the remaining Taxes and Fees, Lessee agrees to notify Lessor immediately of any changes to the tax status of Lessee or the Equipment during the Lease Term, including but not limited to changes to exemption status or location. Adjustments to tax billings from Lessor to Lessee as a result of such change shall be made on a prospective basis only. Lessor is not obligated to contest or apply for any refund or abatement of any Taxes and Fees.

- 7. INDEMNITY. Lessee shall indemnify, defend, and hold harmless Lessor, its agents, employees, directors, officers, shareholders, successors, and assigns of and from any and all liability, claims, allegations, damages, judgments, penalties, losses, or claims of any character (other than such as may result from the gross negligence or intentional misconduct of Lessor) (any of the foregoing, a "Claim"), on an after-tax basis, including reasonable attorneys' fees and other legal expenses, arising out of this Lease or the Equipment, including without limitation, (a) the acquisition, relection, ownership, selection, possession, leasing, operation, (regardless of where, how, and by whom operated), control, use, condition (including but not limited to latent and other defects, whether or not discoverable by Lessee or any purchaser or other user of the Equipment), maintenance, delivery, and return of the Equipment: (b) any claim under contract, tort, common law, equity, statutory law, including any negligence on the part of Lessor or its officers, agents or employees; (c) any claim for environmental damage, (d) any claim for any criminal or terrorist act; and (e) all matters relating to the disclaimer in Section 4, Lessee hereby walves any Claim against Lessor (but does not walve any Claim against Manufacturer) for any direct, indirect, incidental, or consequential damages to or losses resulting from the Equipment or the use thereof.
- 8. INSURANCE. Unless otherwise specified in a Schedule, Lessee will, at its own expense, obtain and maintain all-risk insurance for an amount equal to the replacement value of the Equipment, and bodily injury and property damage liability insurance for an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with respect to the Equipment. All such insurance shall (a) be written by insurers which carry a rating by A.M. Best Company of at least "A" for a general policy holder and a financial rating of at least "Vill" (or of recognized reputation and responsibility, reasonably satisfactory to Lessor); (b) be in such form as is reasonably acceptable to Lessor, (c) provide that (1) Lessor shall receive at least 30 days advance notice of any material change in, or cancellation of, such policy, and (2) narme Lessor as an additional insured (but without responsibility for premiums) and name Lessor and Lessee as loss payees as their interest may appear. Lessee shall furnish Lessor with evidence of such coverage in writing and satisfactory to Lessor. If Lessee fails to insure the Equipment as required hereunder or upon Lessor's receipt of a notice of cancellation or notice of change reducing the required insurance coverage hereunder, Lessor will have the right, but not the obligation, to obtain insurance to protect Lessor's interests under the Lease, with the entire cost of the insurance, plus any related administration expenses, being borne by Lessee, and due upon demand by Lessor. The proceeds of any insurance payable as a result of loss of or damage to any item of Equipment shall be applied to Lessee's obligations as set forth in Section 9..
- 9. LOSS AND DAMAGE. Lessee assumes the entire risk of loss of or damage to the Equipment from all causes during the Lease Term and thereafter until redelivery to Lessor. In the event of loss or damage to any item of Equipment, Lessee shall notify Lessor thereof. Lessee shall, at its expense, repair all damage to the Equipment, other than a Total Loss (as defined below), so as to cause it to be in the condition required by this Lease. In the event of a Total Loss for any item of Equipment, Lessee shall pay to Lessor, on the next rent payment date following the Total Loss, the rent due on that date plus the present value of all unpaid rental as may be allocated to such item of Equipment, plus all other amounts payable hereunder with respect thereto. A "Total Loss" shall be deemed to have occurred upon (a) the actual or constructive total loss of any item of Equipment, (b) the loss, disappearance, theft, destruction, or damage to any item of Equipment that is uneconomical to repair or renders it unfit for normal use; or (c) the condemnation, confiscation, requisition, seizure, forfeiture, or other.

taking of title to or use of any item of Equipment, or the imposition of any Lien thereon by any governmental authority.

- 10. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS. In the event Lessee fails to comply with any provision of this Lease, Lessor shall have the right, but not the obligation, to effect such compliance on behalf of Lessee. In such event, all monles expended by and all expenses of Lessor in effecting such compliance shall be deemed to be additional rent under this Lease, and shall be paid with interest at the maximum allowable interest rate to Lessor at the time of the next monthly rent payment. Lessee will take such further action as Lessor may reasonably request in furtherance of Lessor's rights under this Lease. Lessee irrevocably authorizes Lessor to file UCC financing statements ("UCCs") and other filings with respect to the collateral described in Section 3. Without Lessor's prior written consent, Lessee agrees not to file any corrective, termination statements, or partial releases with respect to any UCCs filed by Lessor pursuant to this Lease.
- 11. COVENANTS AND WARRANTIES OF LESSEE. (a) Lessee agrees this Lease is non-cancellable for the full Lease Term, and Lessee's obligations under this Lease, including, without limitation, the obligation to pay rent, are absolute and unconditional and shall continue without abatement and regardless of any right of setoff, counterclaim, defense, or inability to use the Equipment or any part thereof because of any reason whatsoever, including, but not limited to, war, act of God, governmental regulation, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery, failure of the Equipment property to operate, claims against the Manufacturer, termination by operation of law, or any other cause. (b) Upon request by Lessor, Lessee agrees to furnish Lessee's annual financial statement promptly to Lessor, except for Lessees whose annual financial statements are available publicly through the Securities and Exchange Commission or other regulatory body, and such interim financial statements as Lessor may require. (c) Lessee represents and warrants to Lessor that: (1) this Lease has been duly authorized; (2) no provision of this Lease is inconsistent with Lessee's organizational documents, or any agreement or other instrument to which Lessee is a party or by which Lessee or its property may be bound or affected; and (3) this Lease is valid and binding against Lessee, and enforceable against it in accordance with the terms of this Lease. (d) Lessee shall provide written notice to Lessor thirty (30) days prior to any change in Lessee's legal name, jurisdiction, or form of organization.
- 12. DEFAULT. A default shall be deemed to have occurred upon the occurrence of any of the following: (a) non-payment of any scheduled rent on the due date: (b) non-payment of any other amount under this Lease within ten (10) days after it is due; (c) failure to maintain, use, or operate the Equipment in compliance with applicable law; (d) failure to obtain, maintain, and comply with the insurance coverages required under this Lease; (e) any transfer of the Equipment, any part thereof, or any interest therein by Lessee (unless otherwise permitted herein), or the existence of any Lien that is prohibited by this Lease; (f) default by Lessee under any other obligation to Lessor or its affiliates; (g) default by Lessee under any other material obligation for the payment of indebtedness to a third party, which default has been declared; (h) a material inaccuracy of any representation or breach of any warranty by Lessee in any financial statement or other document provided pursuant hereto, including any omission of any substantial contingent or unliquidated liability or claim against Lessee; (I) the commencement of any bankruptcy, insolvency, receivership, or similar proceeding by or against Lessee, or any of its properties or business (unless, if involuntary, the proceeding is dismissed within sixty (60) days of the filing thereof), or the rejection of this Lease in any such proceeding; (j) the failure by Lessee generally to pay its debts as they become due, or Lessee's admission in writing of its inability to pay the same; (k) Lessee shall (1) cease to do business as a going concern, liquidate, or dissolve, or (2) sell, transfer, or otherwise dispose of all or substantially all of its assets or property; (1) a default or anticipatory repudiation under any guaranty executed in connection with this Lease; or (m) a breach by Lessee of any other covenant, condition, or agreement that continues for thirty (30) days after Lessor's written notice to Lessee (but such notice and cure period will not be applicable unless such breach is curable by practicable means within such notice period). The occurrence of a default with respect to any Schedule shall, at the sole discretion of Lessor, constitute a default with respect to any or all Schedules to which it is then a party. Notwithstanding anything to the contrary set forth herein, Lessor may exercise all rights and remedies hereunder independently with respect to each Schedule.
- 13. REMEDIES. If a default occurs, Lessor may, at its option, exercise any one or more of the following remedies (provided that under all circumstances that Lessor shall only be able to recover the benefit of its bargain): (a) enforce performance of the applicable covenants and terms of this Lease; (b) recover damages for the breach of this Lease; (c) stop delivery of any or all items of Equipment; (d) require Lessee to assemble and return (in the condition and manner required by the applicable Schedule) or make available for repossession by Lessor any or all items of Equipment; (e) take possession of any or all items of Equipment without judicial process so long as such repossession may be accomplished without a breach of the peace; (f) obtain possession of any or all items of Equipment with a

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#### **MASTER LEASE AGREEMENT - EQUIPMENT**



writ of replevin/sequestration; (g) sell, lease, or otherwise dispose of any items of Equipment at one or more public or private dispositions, with notice to Lessee (ten (10) days advance notice shall be sufficient and reasonable for all purposes); (h) regardless of whether Lessor has recovered any items of Equipment, or if so recovered, has elected to retain any or all items of Equipment or dispose of any or all items of Equipment by sale, lease, or otherwise, Lessor may recover as liquidated damages for the loss of a bargain due to Lessee's default and not as a penalty: (1) all accrued and unpaid rent, late payment charges, and all other amounts then payable hereunder; (2) the net present value of all remaining rentals that would otherwise have been payable during the balance of the Lease Term less any excess credits as a result of the disposition of the Equipment; (3) any adverse tax consequences suffered by the Lessor as a result of the Lessee's default and premature cancellation of the Lease; (4) the lease-end value of the Equipment less the net proceeds of disposition, or alternatively if the Lessor does not obtain possession of the Equipment, the residual value of the Equipment discounted to its present value; (5) any commissions, fees, and other costs incurred in the recovery, storage, and disposition of the Equipment; and (6) attorneys' fees and other expenses incurred by Lessor; all of which shall become immediately due and payable to Lessor upon default, to the extent permitted by the UCC or other applicable law and after taking into account all applicable credits required thereby (Lessee in all cases being liable for any deficiencies); (i) cancel this Lease without prejudice to Lessor's rights with respect to obligations then accrued and remaining unsatisfied; and (j) Lessor may also avail itself of any other remedy or remedies provided for by any statute or otherwise available at law, in equity (including specific performance), or in bankruptcy or insolvency proceedings, including, without limitation, under UCC-2A, or any other provision of the UCC. All remedies of Lessor hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of Lessor to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this

- 14. ASSIGNMENT. LESSOR MAY ASSIGN, DELEGATE, OR TRANSFER THIS LEASE, INCLUDING ANY SCHEDULE, ANY EQUIPMENT, ANY RENT, OR ANY OTHER SUMS DUE OR TO BECOME DUE HEREUNDER, AND IN SUCH EVENT, LESSOR'S ASSIGNEE OR TRANSFEREE SHALL HAVE ALL THE RIGHTS, POWERS, PRIVILEGES, AND REMEDIES OF LESSOR HEREUNDER. LESSEE HEREBY ACKNOWLEDGES NOTICE THAT LESSOR MAY ASSIGN THIS LEASE, AND UPON SUCH ASSIGNMENT, LESSEE AGREES NOT TO ASSERT, AS AGAINST LESSOR'S ASSIGNEE, ANY DEFENSE, SETOFF, RECOUPMENT, CLAIM, OR COUNTERCLAIM, WHETHER ARISING UNDER THIS LEASE OR OTHERWISE. LESSEE AGREES THAT ANY SUCH ASSIGNMENT SHALL NOT MATERIALLY CHANGE LESSEE'S DUTIES OR OBLIGATIONS UNDER THIS LEASE NOR MATERIALLY INCREASE LESSEE'S RISKS OR BURDENS. WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT ASSIGN, DELEGATE, OR OTHERWISE CONVEY THIS LEASE OR ANY INTEREST HEREUNDER, AND SHALL NOT ENTER INTO ANY SUBLEASE OF THE EQUIPMENT. ANY ATTEMPTED ASSIGNMENT, DELEGATION, CONVEYANCE, OR SUBLEASE BY LESSEE SHALL BE VOID AT ITS INCEPTION.
- 15. JURY TRIAL WAIVER: YOU KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE YOUR RIGHT TO TRIAL BY JURY OF ANY CLAIM, CONTROVERSY, OR DEFENSE, OF ANY KIND OR CHARACTER, AND IN ANY ACTION, SUIT. PROCEEDING. OR COUNTERCLAIM, OF ANY KIND OR CHARACTER, ARISING FROM OR RELATED TO THIS LEASE, INCLUDING THE FORMATION. INTERPRETATION, PERFORMANCE, OR ENFORCEMENT THEREOF.
- 16. MISCELLANEOUS. (a) THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY LESSOR IN THE STATE OF TEXAS AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. LESSEE (1) SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF TEXAS, OVER ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY MATTER ARISING FROM OR RELATED TO THIS LEASE; AND (2) WAIVES, TO THE FULLEST EXTENT LESSEE MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING; AND (3) AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE LAND. MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. (b) This Lease and each Schedule constitute the entire agreement between the parties with respect to the subject matter hereof and shall not be rescinded, amended, or modified in any manner except by a document in writing executed by both parties. (c) No provision of this Lease which may be deemed unenforceable shall in any way invalidate any other provision or provisions of this Lease, all of which shall remain in full force and effect. (d) This Lease shall be binding upon the parties, and inure to the benefic (to the extent permitted hereunder) their successors and assigns. (e) The indemnities and obligations of Lessee provided in Sections 3, 4, 6, 7, 8, 9, and 11, and all of Lessor's related rights, shall survive and continue in full force and effect notwithstanding the termination or cancellation of this Lease. (f) All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, personally

delivered, delivered by overnight courier service, sent by facsimile transmission (with confirmation of receipt), or sent by certified mail, return receipt requested, addressed to the other party at its respective address stated herein or at such other address as such party shall from time to time designate in writing to the other party; and shall be effective from the date of receipt. (g) This Lease and each Schedule may be executed in counterparts, and photocopies or facsimile transmissions of signatures shall be deemed original signatures and shall be fully binding on the parties to the same extent as original signatures. (h) Only an executed counterpart marked "Original" shall be the "chattel paper" original (as defined in the UCC) of this Lease. (i) Lessee hereby authorizes Lessor to insert in this Lease and/or the Schedule, non-substantive descriptive and identification data pertaining to the Equipment, dates and other omitted or incorrect factual matters (including the effective date). (j) There is no restriction (either express or implied) on any disclosure or dissemination of the tax treatment or tax structure of the transactions contemplated by this Lease or any documents executed in connection herewith. Further, each party hereto acknowledges that it has no proprietary rights to any tax matter or tax idea or to any element of the transaction structure contemplated by this Lease, and each party hereto (and any employee, officer, director, shareholder, representative or agent of any party hereto) may disclose to any and all persons (without limitation of any kind), the Federal tax treatment and Federal tax structure of the transaction contemplated by this Lease. This provision is intended to cause the transaction contemplated by this Lease to be treated as not having been offered under conditions of confidentiality for purposes of Section 1.6011- 4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Internal Revenue Code of 1986 (the "Code") and Section

IN WITNESS WHEREOF, Lessor and Lessee have executed this Master Lease Agreement as of the date set forth below.

LESSOR: Vescolindustrial Jucks of Hickory, Inc.
By: Ch/Kenll.
Name: Chris Rendleman
Title: CFO
Address: 525 17th ST NW
Hickory, NC 28601
LESSEE: CORE SCIENTIFIC, INC By: Pawad
Name: Christy Barwick
Title: TREASURER
Address: 2800 Northup Way Ste 220
Bellevue, WA 98004
Ву:
Name:
Title:
Address:
3/9/2020

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#### ADDENDUM TO MASTER LEASE AGREEMENT

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	COMMERCIAL	FINANCE	

Date: 1/22/2020	Dealer No.: 0177	Agreement No.: 4153	
LESSOR - LEGAL NAME AND ADDRESS	LESSEE LEGAL NAME,	DBA AND ADDRESS	
Vesco Industrial Trucks of Hickory, Inc.	Core Scientific, INC		
525 17 <sup>th</sup> ST NW	2800 Northup Way STE 22	20	
Hickory, NC 28601-3347	Bellevue, WA 98004-1440		
	JURISDICTION OF ORGA	NIZATION: Delaware	
	ENTITY TYPE: Corporatio	n	
	COLINTY: King		

This Addendum is made a part of that certain Master Lease Agreement dated as of the <u>22</u> day of <u>January</u>, the ("Lease"), by and between the lessor identified above, its successors and assigns ("Lessor"), and <u>Core Scientific</u>, its successors and permitted assigns ("Lessee").

1. Lessee has requested, and TICF has agreed, that Section 12(g) of the Lease be deleted in its entirety and restated as follows:

"12(g) default by Lessee under any other material obligation for the payment of indebtedness to a third party in excess of \$500,000 (aggregate), which default has been declared and as a result thereof, such third party has commenced the exercise of remedies in court and provided to Lessor notice related to the Equipment pursuant to the UCC or such court action;"

2. As modified herein, all terms and conditions of the Lease Agreement are ratified, approved and confirmed in each and every respect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Addendum to Master Lease Agreement as of the date set forth below.

By:	LESSEE: Core Scientific Inc
Name: Chris Rendleman	Name: Christy Barwick
Title: CFO	Title: Treasure
Address: 252 17th ST NW Hickory, 28601	Address: 2800 Northup Way Ste 220 Bellevue, WA 98004
Date U/17/20	Date: <u>3/9/2020</u>



EQUIPMENT SCHEDU	ULE NO. <u>1</u>							SC	HEDULE DA	ATE: <u>01/22/2020</u>	
This Equipment Sched dated as of 01/22/202 SCIENTIFIC, INC thereof. This Equipment lease between Vesco "Lease". Capitalized tell	ent Schedule	ncorporal	("Lessee")	, and the	e items of equipme terms and condition	ent described	below constitute later Lease Agreen	nc. the <u>"Equip</u> nent, cons	ment" refer	and CC red to in Section	RE n 1
Lessee confirms that the for all purposes of the L	he Equipmer Lease as of	nt has been	received, in	rspected,	, and determined to "Delivery Date").	be in complia	ance with all applica	able specif	ications and	is hereby accep	tød
Billing Address;	·	2800	NORTHUP V		220			WA	98004-144	10	
			(Street	ij		(0	Cify) (	State)	(ZIP CODE		
Equipment Location:		22	205 Industrial	South R	d			GA State)	30721 (ZIP CODE	Whitfield (County)	
The Monthly Payme The Monthly Payme				ce Paym	ent. R ITEM OF EQU	JIPMENT					
Lease Term (in months)	f	First Payme	ent Due Date				Security Deposit	Operati	ng Hours	Overtime Usage Fee (per hour)	100
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Number of Units	Make			Model		#: :		New/Us	ed .		
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Could Lightware		ф:	<b>3</b> 00.000			Attachments	i - Millian iki tuz	Fawia-"	idadi s		

1. TERM AND RENT. The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sconer terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lessee shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date. In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the amount of 1/30th of the Lease Payment per day. Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is received more than ten (10) days after its scheduled due date, Lessee shall pay a late charge equal to the lesser of five percent (6%) of the Lease Payment pay a returned payment fee.

Lessee acknowledges that Toyota Industries Commercial Finance, Inc. ("TICF") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TICF's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity (the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or after any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TICF.

- 2. HOLDOVER. If Lessee falls to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the pro rate monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TICF.
- 3. REDELIVERY. Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TICF. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payer on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.
- 4. RETURN CONDITIONS. Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components, attachments, or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped components, attachments, or accessories perform all of their required functions. In





addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; (b) an operational horn, parking brake, and lights; and, if applicable, (c) a bettery of equal or better specifications than the original, which battery must be in good working condition, provide 80% of rated capacity, be free of defective cells and have no obvious signs of abuse (abuse includes but is not limited to, signs of overcharging, overwatering and evidence of severe corrosion). If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to place the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

6. MAINTENANCE RECORDS. If requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state, and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges, and other related costs necessary to cause such Equipment to be in full compliance with the terms of the Lease.

6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above, if the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, based on the data reflected in the Equipment's hour meter or other similar mechanical device, Lessee will be billed the Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof. In the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) months period, or, if such period is less than three (3) months, then during such lesser period. Lessee agrees that the Equipment will not be used for personal, family, or household purposes, or for farming or agricultural operations. Lessee will keep the Equipment in a covered area when not in use, Lessee shall only allow operation of the Equipment by competent, fully-trained-in use employees or contractors of Lessee. Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all Manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

LESSOR:	: Vesco Industrial Trucks of Hickory, Inc.	LESSEE:	CORE, SCIENTIFIC, INC
By:	Ch Kerolli	By:	(Barwal
Name:	Chris Rendleman	Name:	Christy Barwich
Title:	CF6	Title:	TREASURFR
Address:	625 17th ST NW	Address;	2800 NORTHUP WAY STE 220,
	Hickory, NC 28601-3347		BELLEVUE, WA 98004-1440

### NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION AGREEMENT FOR EQUIPMENT SCHEDULE

TOYOTA COMMERCIAL DIVANCE

CORE SCIENTIFIC, INC ("Lesse") hereby acknowledges that Vesco Industrial Trucks of Hickory, Inc. ("Lesse") has assigned to Toyota Industries Commercial Finance, Inc. ("TICF"), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 1 dated as of 01/22/2020 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated as of 01/22/2020 (the "Master Lease Agreement"). The Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease and is hereinafter collectively referred to as the "Lease". The assignment acknowledged herein includes, but is not limited to, all of Lessor's rights to be paid all Lease Payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related to the Schedule) and purchase option. Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule), and purchase option are now to be made directly to TICF at the following address, unless otherwise specified by TICF:

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC. PO BOX 660926 DALLAS, TX 75266-0926

Contract Analyst

Title:

The assignment in no way affects the Lessor's obligations, if any, under the Lease (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the Lease Payments and other sums under the Lease is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses, or counterclaims with regard to the Equipment, the Lease, or the obligations to make payments thereunder.

Maintenance Collection. To the extent that: (a) Lessee has indicated to TICF that it maintains a separate maintenance agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its Lease Payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"), TICF agrees that it will accept and collect, on behalf of Lessor, the Monthly Payment under the terms and conditions set forth herein. Lessee hereby agrees that it will pay its Monthly Payment to TICF.

Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lessee for the obligations due and owing by Lessee to TICF under the Lease, it is expressly understood that the Maintenance Payments are not Lessee Payments and they are not a payment due under the Lease. Lessee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessee in connection with its agreement to collect and remit Maintenance Payments is to forward the Maintenance Payments received from Lessee to Lessor, Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to waive or after any term or condition of the Maintenance Agreement. There are no rights conferred to TICF to enforce the terms of the Maintenance Agreement; and (ii) that TICF is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.

LESSOR AND LESSEE HEREBY HOLD TICF HARMLESS AGAINST ANY CLAIM, SUIT, ACTION, PROCEEDING, JUDGMENT, LOSS, LIABILITY, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR BASED UPON: (A) ANY BREACH OF ANY AGREEMENT, REPRESENTATION, OR WARRANTY CONTAINED HEREIN; (B) ANY TAXES, ASSESSMENTS, OR PENALTIES IMPOSED ON TICF BY VIRTUE OF ITS AGREEMENT TO REMIT TO LESSOR THE MAINTENANCE PAYMENTS IT RECEIVES FROM LESSEE; (C) ANY LOSS, DAMAGE, OR INJURY TO PROPERTY, PERSONS, SERVICES, OR EQUIPMENT RESULTING FROM OR IN CONNECTION WITH THE LESSOR'S OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT; OR (D) LESSOR'S OR LESSEE'S FAILURE TO FULLY AND TIMELY COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS RELATING TO THE LEASE OR MAINTENANCE AGREEMENT.

IN THE EVENT OF ANY CLAIM BY LESSEE THAT THE LESSOR HAS FAILED TO PERFORM ITS MAINTENANCE OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT, LESSEE SHALL PROVIDE WRITTEN NOTICE THEREOF TO LESSOR AND TICF, BUT LESSEE SHALL PURSUE ANY SUCH REMEDIES SOLELY AGAINST LESSOR, LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TO TICF UNDER THE LEASE.

Accepted and Agreed: LESSOR: Vesco Industrial Trucks of Hickory, Inc. LESSEE: C ORE SCIENTIFIC, INC By: Ву: Name: Name: Title: Title: TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.: Trene Rorls By: Irene Rorls Name:

#### Case 252-2723 240.34 Claib to 63 un Eile 6 262-/D 2 1/212ed Die 5x 5x 182 um D02d/2081 2081 Page of 16 5 f 6 7



#### RIDER TO MASTER LEASE AGREEMENT - EQUIPMENT SCHEDULE PURCHASE OPTION



RIDER NO. 1 TO EQUIPMENT SCHEDULE NO. 1		
To and part of Equipment Schedule No. 1 dated 01/22/2020 (the "Schedule No.	e"), executed pursuant to tha	t certain Master Lease Agreement dated
01/22/2020 (the "Lease"), each between Vesco Industrial Trucks of Hicko	ory, Inc, its	successors and assigns ("Lessor"),and
CORE SCIENTIFIC, INC , its successors	and permitted assigns ("Less	<u>see</u> ").
As used herein, the terms "Equipment" and "Lease" shall mean the Equipment and Le the following thereto:	ase described on the Schedu	le. The Schedule is hereby amended to add
PURCHASE OPTION. Provided that no default has then occurred under the Equipment, upon the expiration of the original Lease Term as defined in the \$\frac{\$1.00}{\$1.00}\$ per item of Equipment, together with all taxes and charges upon sometice to Lessor not less than thirty (30) days before expiration of the original Lea Notwithstanding anything to the contrary set forth in the Schedule, Lessee's obligatic Schedule) shall not be enforced if Lessee has elected to exercise its option to purchat terms of the Master Lease Agreement and the Schedule shall remain valid and enforce provision of the Master Lease Agreement or the Schedule.	schedule or any renewal te ale. Lessee may elect to exe sons to return the Equipment i se the Equipment. Except as	rm (if applicable), for a purchase price of ercise the option by giving irrevocable written chedule or any renewal term (if applicable), in Safe Operating Condition (Section 4 of the supplemented or amended by this Rider the
		•
Vesco Industrial Trucks of Hickory, Inc. Lessor	CORE SCIENTIFIC, INC	
By: Ck Rendle	By: (Barw	14
Name: Chris Resdienar	Name: Christ	y Barwick
Title: CFO	Title: TREASUR	ÉV

	 				EXHII	BIT 'C'
UCC FINANCING STATEMENT						
FOLLOW INSTRUCTIONS						
A. NAME & PHONE OF CONTACT AT FILER (op		240,000,4444				
Name: Wolters Kluwer Lien Solutions Phone  B. E-MAIL CONTACT AT FILER (optional)	e: 800-331-3282 Fax: 8	318-662-4141				
uccfilingreturn@wolterskluwer.com						
C. SEND ACKNOWLEDGMENT TO: (Name and A	<sup>Address)</sup> 10288 - Toyo	ta Industries				
Lien Solutions	74713	3321				
P.O. Box 29071	DEDE	:				
Glendale, CA 91209-9071	5252					
File with: Secretary	of State DE		THE ABOV	E SPACE IS F	OR FILING OFFICE	IISE ONI Y
1.DEBTOR'S NAME: Provide only one Debtor nam		name; do not omit, r				
name will not fit in line 1b, leave all of item 1 blank, ch	eck here 🔲 and provide the	he Individual Debtor	information in item 10 of	the Financing St	atement Addendum (Fo	rm UCC1Ad)
1a. ORGANIZATION'S NAME  CORE SCIENTIFIC, INC						
DR 1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL	NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
2800 NORTHUP WAY STE 220  2. DEBTOR'S NAME: Provide only one Debtor name	o (2a or 2b) (uso oyaat full r	BELLEVUE	andify or abbroviate any	MA Part of the Debte	98004	the Individual Debter
name will not fit in line 2b, leave all of item 2 blank, ch			information in item 10 of	-		
2a. ORGANIZATION'S NAME						
DR CALINDIADUAL'S SUDNAME		LEIDOT DEDOCALA		Labbitio	NAL MANE (OVINITIAL (OV	Louise
2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL	NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
2c, MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASSI 3a, ORGANIZATION'S NAME	GNEE of ASSIGNOR SECU	RED PARTY): Provi	de only <u>one</u> Secured Pa	rty name (3a or 3	b)	
TOYOTA INDUSTRIES COMMERC	CIAL FINANCE, INC	<b>).</b>				
OR 3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL	NAME	ADDITIO	DNAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
P.O. Box 9050  4. COLLATERAL: This financing statement covers the	following collateral:	Dallas		TX	75019-9050	USA
ONE (1) JLG	one may condition an					
MODEL #3246ES SERIAL #M200031663, M200031705						
5. Check <u>only</u> if applicable and check <u>only</u> one box: Co	llateral is held in a Trust	(see UCC1Ad, item	17 and Instructions)		red by a Decedent's P	·
6a. Check <u>only</u> if applicable and check <u>only</u> one box:	=		_		if applicable and chec	· <del></del>
	ured-Home Transaction		Transmitting Utility			-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): 5. OPTIONAL FILER REFERENCE DATA:	Lessee/LessorC	Consignee/Consigno	or Seller/Buye	=ı ∏gai	lee/Bailor	Licensee/Licensor
RETAIL				Re	etail	





	LE NO. 2				SCHEDULE D	ATE: 01/22/2020
Jated as of 01/22/202 SCIENTIFIC, INC hereof. This Equipmer ease between Vesco "Lease". Capitalized ter Lessee confirms that th	(the *Master (*)  It Schedule incorporating industrial Trucks of Hick ms used herein without de Equipment has been re	to, and incorporates by refuges Agreement"), between the items by reference the terms a ory, Inc. efinition shall have the menceived, inspected, and delease of the "Delivery" (the "Delivery or the same of the s	een Vesco Industrial Tru of equipment described ind conditions of the Max ("Lessor") and aning given them in the N termined to be in complia	icks of Hickory, in- below constitute the ster Lease Agreem i Lessee; and is he haster Lease Agree	o. ne "Equipment" refe ent, constitutes a se ereinafter sometime ment.	and CORE rred to in Section 1 parate instrument of s referred to as the
3!lling Address:	2800 NC	RTHUP WAY STE 220			VA 98004-14	
	•••	(Street)	(C	ky) (s	tate) (ZIP CODE	)
Equipment Location:	10	35 Shar-Cai Rd.			CY 42029	Marshall
The Monthly Payme	ent does not include the f					
		PERHEN	OF EQUIPMENT	그렇게 되었습니다.		
	First Payment	Due Date Monthi (include	y Payment es the Lease Payment applicable taxes)	Security Deposit	Allowed Annual Operating Hours	Overtime Usage Fee (per hour)
Lease Term (in months)	First Payment	Due Date Monthi (include	y Payment es the Lease Payment applicable taxes)	Security Deposit	Operating Hours	Fee
(in months)	First Payment	Due Date Month! (include but not 876.64	y Payment es the Lease Payment applicable taxes)	3	Operating Hours	Fee (per hour)
(in months)	First Payment	Due Date Month! (include but not 876.64	y Payment es the Lease Payment applicable taxes)	3	Operating Hours	Fee (per hour)
(in months) 64		Due Date Month! (Include but not 876.64	y Payment es the Lease Payment applicable taxes)  NT DESCRIPTION	3	Operating Hours	Fee (per hour)
(in months) 64	Make	Due Date Month! (Include but not 876.64  EQUIPME Model 06-8FBMK251	y Payment es the Lease Payment applicable taxes)  NT DESCRIPTION	3	Operating Hours 2000	Fee (per hour)

1. TERM AND RENT. The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lessee shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date. In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the amount of 1/30th of the Lease Payment per day, Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is received more than ten (10) days after its scheduled due date, Lessee shall pay a late charge equal to the lesser of five percent (5%) of the Lease Payment amount or the maximum amount allowable under applicable law. If any Lease Payment made by Lessee is returned due to non-sufficient funds, Lessee shall pay a returned payment fee.

Lessee acknowledges that Toyota Industries Commercial Finance, Inc. ("TICF") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TICF's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity (the "<u>Maintenance Payments</u>") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or after any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TICF.

- 2. HOLDOVER. If Lessee falls to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the pro rata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TICF.
- 3. REDELIVERY. Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TICF. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.
- 4. RETURN CONDITIONS. Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components, attachments, or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped components, attachments, or accessories perform all of their required functions, in



addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; (b) an operational horn, parking brake, and lights; and, if applicable, (c) a battery of equal or better specifications than the original, which battery must be in good working condition, provide 80% of rated capacity, be free of defective cells and have no obvious signs of abuse (abuse includes but is not limited to, signs of overcharging, overwatering and evidence of severe corrosion). If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to piace the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

- 5. MAINTENANCE RECORDS, if requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compilance with all applicable federal, state, and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges, and other related costs necessary to cause such Equipment to be in full compliance with the terms of the Lease.
- 6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above, if the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, based on the data reflected in the Equipment's hour meter or other similar mechanical device, Lessee will be billed the Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof. In the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) months period, or, if such period is less than three (3) months, then during such lesser period. Lessee agrees that the Equipment will not be used for personal, family, or household purposes, or for farming or agricultural operations, Lessee will keep the Equipment in a covered area when not in use, Lessee shall only allow operation of the Equipment by competent, fully-trained-in use employees or contractors of Lessee, Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all Manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

LESSOR:	Vesco Industrial Trucks of Hickory, inc.	LESSEE:	CORE SCIENTIFIC, INC
Ву:	Ch Klingth-	Ву:	(Barwin
Name:	Chris Kendleman	Name:	Christy Rarwich
Title:	CFU	Title:	TREASURER
Address:	525 17th ST NW	Address:	2800 NORTHUP WAY STE 220,
,	Hickory, NC 28601-3347		BELLEVUE, WA 98004-1440

### NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION AGREEMENT FOR EQUIPMENT SCHEDULE

TOYOTA COMMERCIAL FINANCE

CORE SCIENTIFIC, INC ("Lessee") hereby acknowledges that Vesco Industrial Trucks of Hickory, Inc. ("Lessee") has assigned to Toyota Industries Commercial Finance, Inc. ("TICF"), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 2 dated as of 01/22/2020 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated as of 01/22/2020 (the "Master Lease Agreement"). The Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease and is hereinafter collectively referred to as the "Lease". The assignment acknowledged herein includes, but is not limited to, all of Lessor's rights to be paid all Lease Payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related to the Schedule) and purchase option. Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule), and purchase option are now to be made directly to TICF at the following address, unless otherwise specified by TICF:

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC. PO BOX 660926 DALLAS, TX 75266-0926

Lea Fontenot

Contract Analyst

Name:

Title'

The assignment in no way affects the Lessor's obligations, if any, under the Lesse (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lesses at the location(s) specified, and that the Lesses's obligation to pay the Lease Payments and other sums under the Lease is absolute and unconditional. The Lesses further confirms that it has no offsets, defenses, or counterclaims with regard to the Equipment, the Lease, or the obligations to make payments thereunder.

Maintenance Collection. To the extent that; (a) Lessee has indicated to TICF that it maintains a separate maintenance agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its Lease Payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"). TICF agrees that it will accept and collect, on behalf of Lessor, the Monthly Payment under the terms and conditions set forth herein, Lessee hereby agrees that it will pay its Monthly Payment to TICF.

Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lesses for the obligations due and owing by Lessee to TICF under the Lease. It is expressly understood that the Maintenance Payments are not Lessee and they are not a payment due under the Lease. Lessee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessee in connection with its agreement to collect and remit Maintenance Payments is to forward the Maintenance Payments received from Lessee to Lessor. Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to waive or alter any term or condition of the Maintenance Agreement. There are no rights conferred to TICF to enforce the terms of the Maintenance Agreement. The parties agree (i) that Lessor shall maintain all right, title, and interest in and to all payments of the Lessee arising from the Maintenance Agreement; and (ii) that TICF is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.

LESSOR AND LESSEE HEREBY HOLD TICF HARMLESS AGAINST ANY CLAIM, SUIT, ACTION, PROCEEDING, JUDGMENT, LOSS, LIABILITY, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR BASED UPON: (A) ANY BREACH OF ANY AGREEMENT, REPRESENTATION, OR WARRANTY CONTAINED HEREIN; (B) ANY TAXES, ASSESSMENTS, OR PENALTIES IMPOSED ON TICF BY VIRTUE OF ITS AGREEMENT TO REMIT TO LESSOR THE MAINTENANCE PAYMENTS IT RECEIVES FROM LESSEE; (C) ANY LOSS, DAMAGE, OR INJURY TO PROPERTY, PERSONS, SERVICES, OR EQUIPMENT RESULTING FROM OR IN CONNECTION WITH THE LESSOR'S OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT; OR (D) LESSOR'S OR LESSEE'S FAILURE TO FULLY AND TIMELY COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS RELATING TO THE LEASE OR MAINTENANCE AGREEMENT.

IN THE EVENT OF ANY CLAIM BY LESSEE THAT THE LESSOR HAS FAILED TO PERFORM ITS MAINTENANCE OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT, LESSEE SHALL PROVIDE WRITTEN NOTICE THEREOF TO LESSOR AND TICF, BUT LESSEE SHALL PURSUE ANY SUCH REMEDIES SOLELY AGAINST LESSOR. LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TO TICF UNDER THE LEASE.

Case 26-2023-01341Cladoc 8m offites 862102/2136d id es (SN2 ain D2/228/223) t Pagrage 26165 67 RIDER TO MASTER LEASE AGREEMENT - EQUIPMENT SCHEDULE

#### **PURCHASE OPTION**



RIDER NO. 1 10 EQUIPMENT SCHEDULE NO. 2		
To and part of Equipment Schedule No. 2 dated 01/2	2/2020 (the "Schedule"), executed pure	rsuant to that certain Master Lease Agreement dated
01/22/2020 (the "Lease"), each between Vesco Indu	ustrial Trucks of Hickory, Inc.	, its successors and assigns (" <u>Lessor</u> "),and
CORE SCIENTIFIC, INC	, its successors and permitted as	ssigns (" <u>Lessee</u> ").
As used herein, the terms "Equipment" and "Lease" shall mean the following thereto:	he Equipment and Lease described on	the Schedule. The Schedule is hereby amended to add
PURCHASE OPTION. Provided that no default has then of Equipment, upon the expiration of the original Lease Term \$1.00 per item of Equipment, together with all taxes notice to Lessor not less than thirty (30) days before expiration Notwithstanding anything to the contrary set forth in the Schedul Schedule) shall not be enforced if Lessee has elected to exercise terms of the Master Lease Agreement and the Schedule shall reprovision of the Master Lease Agreement or the Schedule.	as defined in the Schedule or any and charges upon sale. Lessee may no of the original Lease Term as definite. Lesse's obligations to return the action to purphase the Equipment	renewal term (if applicable), for a purchase price of elect to exercise the option by giving irrevocable writtened in the Schedule or any renewal term (if applicable) Equipment in Safe Operating Condition (Section 4 of the
		1
6		
Vesco Industrial Trucks of Hickory, Inc.	CORE SCIENT Lessee	IFIC, INC
sy: Ck Kendh	Bu 12	a hama da
Name: Chris Re-dleman	Name:	wister Range
Title:CFO	Title: TR	EMSWRTIL.

Title:

Case 22-22-201341Cl	<b>i) oc 8</b> m <b>4Fite5</b> 8 <b>6</b> 2	1021#218°diD	ESCSMBain Dal	2 <b>.8/12:3</b> nt P	ag <del>ta</del> ge 2265	67
	' !				EXI	HIBIT 'E
	ĺ					
JCC FINANCING STATEMENT	-					
OLLOW INSTRUCTIONS						
A. NAME & PHONE OF CONTACT AT FILER (or Name: Wolters Kluwer Lien Solutions Phon		318-662-4141				
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com						
C. SEND ACKNOWLEDGMENT TO: (Name and	Address) 10288 - Toyo	ta Industries				
Lien Solutions	74715	<sub>634</sub>				
P.O. Box 29071	DEDE	·				
Glendale, CA 91209-9071		٠ . ا				
File with: Secretary	y of State, DE		THE ABOVE	SPACE IS FO	OR FILING OFFICE	USE ONLY
. DEBTOR'S NAME: Provide only one Debtor name name will not fit in line 1b, leave all of item 1 blank, ch	<u> </u>		•			
1a. ORGANIZATION'S NAME					,	,
CORE SCIENTIFIC, INC.  1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL N	AME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
2800 NORTHUP WAY STE 220  DEBTOR'S NAME: Provide only one Debtor nan	ne (2a or 2b) (use exact, fu <b>ll</b> n	BELLEVUE ame; do not omit, m	odify, or abbreviate any	WA part of the Debtor	98004 's name); if any part of th	USA ne Individual Debtor's
name will not fit in line 2b, leave all of item 2 blank, ch				•		
2a. ORGANIZATION'S NAME						
2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL N	AME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
c, MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
SECURED PARTY'S NAME (or NAME of ASS 3a, ORGANIZATION'S NAME	IGNEE of ASSIGNOR SECU	RED PARTY): Provid	e only <u>one</u> Secured Pa	rty name (3a or 3	b)	
TOYOTA INDUSTRIES COMMER	CIAL FINANCE, INC					
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL N	IAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
C. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
P.O. Box 9050		Dallas		TX	75019-9050	USA
COLLATERAL: This financing statement covers the WO (2) JLG SCISSOR LIFT	following collateral:					
MODEL #3246ES SERIAL #M200031369 #M200031369						
DNE (1) TOYOTA FORKLIFT						
MODEL #05-8FBMK25T SERIAL #10079						
Observation of a self-add a self-add and a self-add a self-add and a self-add a sel	Wateralia De coma			1		
Check only if applicable and check only one box: Con. Check only if applicable and check only one box:	o⊪atera⊩is ∐held in a Trust i	(see UCC1Ad, item	17 and Instructions)	_	red by a Decedent's Per if applicable and check	•
	tured-Home Transaction	A Debtor is a	ransmitting Utility			CC Filing
ALTERNATIVE DESIGNATION (if applicable):	Lessee/Lessor C	onsignee/Consigno	Seller/Buye	er Bail	lee/Bailor Li	censee/Licensor
, <u>OPTIONA</u> L FILER REFERENCE DATA: RETA <b>I</b> L				RF	TAIL	

Prepared by Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282



EQUIPMENT SCHEDU	JLE NO. 3				SCHEDULE DA	TE: 01/22/2020
dated as of <u>01/22/202</u> SCIENTIFIC, INC thereof, This Equipment lease between Vesco <u>Tease</u> ". Capitalized te	nt Schedule in Industrial Tru Ims used here	e "Master Lease Agreement ("Lessee"), and the neorporating by reference the cks of Hickory, inc. ain without definition shall have	e the meaning given them in the	rucks of Hickory, In I below constitute to aster Lease Agreem Ind Lessee; and is h Master Lease Agree	c. he <u>"Equipment"</u> referent, constitutes a se ereinafter sometiment, ment,	and CORE red to in Section 1 perate instrument of a referred to as the
for all purposes of the i	Lease as of	3/26/20 CB (the	, and determined to be in complite "Delivery Date").			waterly accepted
Billing Address:		2800 NORTHUP WAY STI			WA 98004-14 State) (ZIP CODE	
Equipment Location:		1035 Shar-Cal Rd. (Street)	Calv		KY 42029 State) (ZIP CCOE	Marshali (County)
		he Maintenance Payment. nclude the Maintenance Paym	nent. R ITEM OF EQUIPMENT			A Table
Lease Term (in months)	Fir	st Payment Due Date.	Monthly Payment	Security Deposit	Allowed Annual Operating Hours	Overtime Usage Fee (per hour)
64			433.12	0.00	999	0.00
		EQ	UIPMENT DESCRIPTION			
Number of Units	Make	Node	e de la companya del companya de la companya del companya de la co		New/Used	
2	JLG	3246	ES		New	to the second
Serial Northers						

1. TERM AND RENT. The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lessee shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date. In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the amount of 1/30th of the Lease Payment per day. Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is encounted than ten (10) days after its scheduled due date, Lessee shall pay a late charge equal to the lesser of five percent (5%) of the Lease Payment amount or the maximum amount allowable under applicable law. If any Lease Payment made by Lessee is returned due to non-sufficient funds, Lessee shall pay a returned payment fee.

Lessee acknowledges that Toyota industries Commercial Finance, Inc. ("TICF") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TICF's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity (the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or after any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TICF.

- 2. HOLDOVER. If Lessee fails to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the pro rata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TICF.
- 3. REDELIVERY. Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight propeld, such Equipment, at the address designated by TICF. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause; (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.
- 4. RETURN CONDITIONS. Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components, attachments, or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped components, attachments, or accessories perform all of their required functions. In





addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; (b) an operational horn, parking brake, and lights; and, if applicable, (c) a battery of equal or better specifications than the original, which battery must be in good working condition, provide 80% of rated capacity, be free of defective cells and have no obvious signs of abuse (abuse includes but is not limited to, signs of overcharging, overwatering and evidence of severe corrosion). If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to place the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

- 5. MAINTENANCE RECORDS. If requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state, and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges, and other related costs necessary to cause such Equipment to be in full compliance with the terms of the Lease.
- 6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above. If the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, based on the data reflected in the Equipment's hour meter or other similar mechanical device, Lessee will be billed the Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof. In the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) month period, or, if such period is less than three (3) months, then during such lesser period. Lessee agrees that the Equipment will not be used for personal, family, or household purposes, or for farming or agricultural operations. Lessee will keep the Equipment in a covered area when not in use, Lessee shall only allow operation of the Equipment by competent, fully-trained-in use employees or contractors of Lessee. Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all Manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

LESSOR:	Vesco industrial Trucks of Hickory, Inc.	LESSEE:	CORE SCIENTIFIC, INC
Ву:	(kherdh-	Ву:	(Barway
Name:	Chris Rendleman	Name;	Christy Ranwich
Title:	CFO	Title:	TREASURER
Address:	525 17th ST NW	Address:	2800 NORTHUP WAY STE 220,
•	Hickory, NC 28601-3347		BELLEVUE, WA 98004-1440

### NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION AGREEMENT FOR EQUIPMENT SCHEDULE

TOYOTA COMMERCIAL ENANCE

CORE SCIENTIFIC, INC ("Lessee") hereby acknowledges that Vesco Industrial Trucks of Hickory, Inc. ("Lesser") has assigned to Toyota Industries Commercial Finance, Inc. ("TICF"), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 3 dated as of 01/22/2020 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated as of 01/22/2020 (the "Master Lease Agreement"). The Schedule, Incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease and is hereinafter collectively referred to as the "Lease". The assignment acknowledged herein Includes, but is not limited to, all of Lessor's rights to be paid all Lease Payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related to the Schedule) and purchase option. Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule), and purchase option are now to be made directly to TICF at the following address, unless otherwise specified by TICF:

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC. PO BOX 660926 DALLAS, TX 75266-0926

Contract Analyst

Title:

The assignment in no way affects the Lessor's obligations, if any, under the Lease (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the Lease Payments and other sums under the Lease is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses, or counterclaims with regard to the Equipment, the Lease, or the obligations to make payments thereunder.

Maintenance Collection. To the extent that: (a) Lessee has indicated to TICF that it maintains a separate maintenance agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its Lease Payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"), TICF agrees that it will accept and collect, on behalf of Lessor, the Monthly Payment under the terms and conditions set forth herein, Lessee hereby agrees that it will pay its Monthly Payment to TICF.

Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lessee for the obligations due and owing by Lessee to TICF under the Lease. It is expressly understood that the Maintenance Payments are not Lease Payments and they are not a payment due under the Lease, Leasee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessee in connection with its agreement to collect and remit Maintenance Payments is to forward the Maintenance Payments received from Lessee to Lessor. Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to waive or after any term or condition of the Maintenance Agreement. There are no rights conferred to TICF to enforce the terms of the Maintenance Agreement. The parties agree (i) that Lessor shall maintain all right, title, and interest in and to all payments of the Lessee arising from the Maintenance Agreement; and (ii) that TICF is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.

LESSOR AND LESSEE HEREBY HOLD TICF HARMLESS AGAINST ANY CLAIM, SUIT, ACTION, PROCEEDING, JUDGMENT, LOSS, LIABILITY, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR BASED UPON: (A) ANY BREACH OF ANY AGREEMENT, REPRESENTATION, OR WARRANTY CONTAINED HEREIN; (B) ANY TAXES, ASSESSMENTS, OR PENALTIES IMPOSED ON TICF BY VIRTUE OF ITS AGREEMENT TO REMIT TO LESSOR THE MAINTENANCE PAYMENTS IT RECEIVES FROM LESSEE; (C) ANY LOSS, DAMAGE, OR INJURY TO PROPERTY, PERSONS, SERVICES, OR EQUIPMENT RESULTING FROM OR IN CONNECTION WITH THE LESSOR'S OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT; OR (D) LESSOR'S OR LESSEE'S FAILURE TO FULLY AND TIMELY COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS RELATING TO THE LEASE OR MAINTENANCE AGREEMENT.

IN THE EVENT OF ANY CLAIM BY LESSEE THAT THE LESSOR HAS FAILED TO PERFORM ITS MAINTENANCE OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT, LESSEE SHALL PROVIDE WRITTEN NOTICE THEREOF TO LESSOR AND TICF, BUT LESSEE SHALL PURSUE ANY SUCH REMEDIES SOLELY AGAINST LESSOR, LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TO TICF UNDER THE LEASE.

Accepte	d and Agreed:	
By: Name:	Chris Rendlenon	Name: Core scientific, inc  By: Barurd  Christen Barurd
Title:	CFO	Title: 1RFASWEER
тоуота	INDUSTRIES COMMERCIAL FINANCE, INC.:	
By:	Lea Fontenot	
Name:	Lea Fontenot	
12-00-02-0		



# RIDER TO MASTER LEASE AGREEMENT - EQUIPMENT SCHEDULE PURCHASE OPTION



RIDER NO. 1 TO EQUIPMENT SCREDULE NO. 3	
To and part of Equipment Schedule No. 3 dated 01/22/2020 (the "Schedule	e"), executed pursuant to that certain Master Lease Agreement dated
01/22/2020 (the "Lease"), each between Vesco Industrial Trucks of Hicko	ry, Inc, its successors and assigns ("Lessor"), and
CORE SCIENTIFIC, INC , its successors	and permitted assigns (" <u>Lessee</u> ").
As used herein, the terms "Equipment" and "Lease" shall mean the Equipment and Leathe following thereto:	ase described on the Schedule. The Schedule is hereby amended to add
PURCHASE OPTION. Provided that no default has then occurred under the M Equipment, upon the expiration of the original Lease Term as defined in the S \$1.00 per item of Equipment, together with all taxes and charges upon s notice to Lessor not less than thirty (30) days before expiration of the original Leas Notwithstanding anything to the contrary set forth in the Schedule, Lessee's obligatio Schedule) shall not be enforced if Lessee has elected to exercise its option to purchasterms of the Master Lease Agreement and the Schedule shall remain valid and enforce provision of the Master Lease Agreement or the Schedule.	ichedule or any renewal term (if applicable), for a purchase price of ale. Lessee may elect to exercise the option by giving irrevocable written see Term as defined in the Schedule or any renewal term (if applicable), ons to return the Equipment in Safe Operating Condition (Section 4 of the see the Equipment. Except as supplemented or amended by this Rider, the
Vesco Industrial Trucks of Hickory, Inc. Lessor	CORE SCIENTIFIC, INC Lessee
By: Ch Reyll-	By: Barwid
Name: Chris Klendlenge	Name: Christy Rarwich
Title: CFO	Title: IREASURER

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					E2	AHIBI	ı G
UCC FINANCING STATEME FOLLOW INSTRUCTIONS	NT						
A. NAME & PHONE OF CONTACT AT FILER Name: Wolters Kluwer Lien Solutions P		18-662-4141					
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com							
C. SEND ACKNOWLEDGMENT TO: (Name a	and Address) 10288 - Toyo	ta Industries					
Lien Solutions	74715						
P.O. Box 29071	DEDE	•					
Glendale, CA 91209-9071	DEDE	ı					
File with: Secre	tary of State, DE		THE ABOVE	SPACE IS FO	OR FILING OFFI	CE USE ON	LY
1. DEBTOR'S NAME: Provide only one Debtor	name (1a or 1b) (use exact, fu <b>ll</b> n		• • • • • • • • • • • • • • • • • • • •				
name will not fit in line 1b, leave all of item 1 blan	k, check here	le Individual Debtor		THE FINANCING STA	tement Addendum	(FOIIII OCC IAI	u)
CORE SCIENTIFIC, INC.  1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL I	IAME	LADDITION	NAL NAME(S)/INITIAL	(e) leui	FFIX
10. INDIVIDUAL S SURNAME		FIRST PERSONALT	NAME	ADDITION	NAL NAME(S)/INITIAL	(5)	FFIA
1c, MAILING ADDRESS		CITY		STATE	POSTAL CODE		UNTRY
2800 NORTHUP WAY STE 220	(001) (	BELLEVUE		WA	98004		SA
<ol> <li>DEBTOR'S NAME: Provide only one Debtor name will not fit in line 2b, leave all of item 2 blan</li> </ol>							
2a. ORGANIZATION'S NAME	and provide a	o marriada pobior		and i mamoning dia	tomone, idadinaani	(1 01111 000 17 1	
OR OF INDIVIDUALS CHIDNAME							
2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL I	IAME	ADDITION	NAL NAME(S)/INITIAL	(S) SUI	FFIX
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	со	UNTRY
3. SECURED PARTY'S NAME (or NAME of A	ASSIGNEE of ASSIGNOR SECUR	 RED PARTY): Provi	de on <b>l</b> y <u>one</u> Secured Par	ty name (3a or 3b	<b></b> o)		
3a, ORGANIZATION'S NAME TOYOTA INDUSTRIES COMM	EDCIAL EINANCE INC				·		
OR 3b. INDIVIDUAL'S SURNAME	ERCIAL FINANCE, INC	FIRST PERSONAL	NAME	ADDITIO	NAL NAME(S)/INITIAL	.(S) SU	FFIX
					(-)		
3c. MAILING ADDRESS		CITY		STATE	POSTAL CODE		UNTRY
P.O. Box 9050  4. COLLATERAL: This financing statement covers	the following collateral:	Dallas		TX	75019-9050	Įυ	SA
TWO (2) JLG SCISSOR LIFT MODEL #3246ES	and remotining contaction.						
SERIAL #M200031369 #M200031369							
ONE (1) TOYOTA FORKLIFT							
MODEL #05-8FBMK25T SERIAL #10079							
OLIVIA II 10070							
5. Check <u>only</u> if applicable and check <u>only</u> one box	c: Collateral is held in a Trust	(see UCC1Ad, item	17 and Instructions)	being administer	ed by a Decedent's	s Personal Re	presentative
6a. Check <u>only</u> if applicable and check <u>only</u> one b	00X:			6b. Check only	if applicable and cl	neck <u>on<b>ly</b></u> one	box:
	ufactured-Home Transaction		Transmitting Utility			lon-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable):  8. OPTIONAL FILER REFERENCE DATA:	Lessee/Lessor C	onsignee/Consigno	r Seller/Buye	r ∐Bail	ee/Bailor [	Licensee/Li	censor

RETAIL

RETAIL





QUIPMENT SCHEDU		SCHEDULE DATE: 01/22/2020				
lated as of 01/22/202: CCIENTIFIC, INC hereof. This Equipmen ease between Vesco I Lease". Capitalized teri essee confirms that the		eament"), between Ver and the items of equi- nce the terms and con- nall have the meaning gi- spected, and determine	sco Industrial True pment described i ditions of the Mas ("Lessor") and iven them in the M d to be in compiler	cks of Hickory, inc below constitute th tar Lease Agreeme Lessee; and is he aster Lease Agreer	c. e " <u>Equipment</u> " refe ent, constitutes a se ereinafter sometime ment.	and CORE irred to in Section 1 iparate instrument of is referred to as the
Billing Address:	2500 NORTHUP W (Siree)		BELLE		VA 98004-14	
quipment Location:	2205 Industrial S (Street)		Dali (Cir	ton G	SA 30721 (ZIP CODE	Whitfield
<u> </u>	nt includes the Maintenance Payme int does not include the Maintenance		OUIDMENT			
Lease Tèrm (in months)	First Payment Due Date	Monthly Paym	The state of the s	Security Deposit	Allowed Annual Operating Hours	Overtime Usage Fee (per hour)
84		264.78		0.00	999	0.00
Washington Co.		EQUIPMENT DE	SCRIPTION			
Number of Units	Make	Mode!			New/Used	
2	Jrg	1930ES		•	New	-
Serial Numbers		a Magi	Attachments			
M200027416, M20002	27308				,	

1. TERM AND RENT. The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lessee shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date, in the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the amount of 1/30th of the Lease Payment per day. Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is received more than ten (10) days after its scheduled due date, Leasee shall pay a late charge equal to the lesser of five percent (6%) of the Lease Payment amount or the maximum amount allowable under applicable law. If any Lease Payment made by Lessee is returned due to non-sufficient funds, Lessee shall pay a returned payment fee.

Lesses acknowledges that Toyota Industries Commercial Finance, Inc. ("TICF") is not providing any maintenance services to Lesses and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lesses and the servicing entity. TICF's only obligation to Lesses in connection with any payments due under any maintenance agreement or arrangement between Lesses and the servicing entity (the "Maintenance Payments") is to forward the Maintenance Payments received from Lesses to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or alter any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lesses as part of the maintenance agreement and not determined by TICF.

- 2. HOLDOVER. If Lessee fails to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the pro rata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TICF.
- 3. REDELIVERY. Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TICF. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.
- 4. RETURN CONDITIONS. Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components, attachments, or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped components, attachments, or accessories perform all of their required functions. In





addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; (b) an operational horn, parking brake, and lights; and, if applicable, (c) a battery of equal or better specifications than the original, which battery must be in good working condition, provide 80% of rated capacity, be free of defective cells and have no obvious signs of abuse (abuse includes but is not limited to, signs of overcharging, overwatering and evidence of severe corrosion). If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to place the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

- 5. MAINTENANCE RECORDS. If requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state, and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges, and other related costs necessary to cause such Equipment to be in full compliance with the terms of the Lesse.
- 6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above. If the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, bessee will be billed the Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof. In the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) month period, or, if such period is less than three (3) months, then during such lesser period. Lessee agrees that the Equipment will not be used for personal, family, or household purposes, or for farming or agricultural operations. Lessee will keep the Equipment in a covered area when not in use, Lessee shall only allow operation of the Equipment by competent, fully-trained-in use employees or contractors of Lessee, Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all Manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

LESSOR:	Vesco Industrial Trucks of Hickory, Inc.	LESSEE:	CORE SCIENTIFIC, INC
Ву:	( & Kezelle	By:	Charwide
Name:	Chris Kendleman	Name:	Christy Barwich
Title:	CFO	Title:	TREASURER
Address:	525 17th ST NW	Address:	2800 NORTHUP WAY STE 220,
	Hickory, NC 28601-3347		BELLEVUE, WA 98004-1440

#### NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION AGREEMENT

TOYOTA COMMERCIAL SIMANOS

	COMMERCIAL FINANCE
CORE SCIENTIFIC, INC ("Lessee") hereby acknowledges that Vesco Industrial Trucks of Hickory Inc. ("Lessee") hereby acknowledges that Vesco Industrial Trucks of Hickory Inc.	goolgrand to Tours
Industries Commercial Finance, Inc. ("TICF"), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 4	assigned to juyota
	(the "Master Lease
Agreement"). The Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate	instrument of lease
and is neremarker collectively reterred to as the "Lease". The assignment acknowledged herein includes but is not limited to all of Lease of	e riable to be seld all
Lease Payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related	y rights to be paid an
numbers notion Accordingly all naumonic due under the Lorent discounter of Callette the automated (salette the	to the Schedule) and
purchase option. Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule), and purchase	option are now to be
made directly to TICF at the following address, unless otherwise specified by TICF:	•

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC. PO BOX 660926 DALLAS, TX 75266-0926

The assignment in no way affects the Lessor's obligations, if any, under the Lease (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the Lease Payments and other sums under the Lease is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses, or counterclaims with regard to the Equipment, the Lease, or the obligations to make payments thereunder.

Maintenance Collection. To the extent that: (a) Lessee has indicated to TICF that it maintains a separate maintenance agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its Lesse Payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"), TICF agrees that it will accept and collect, on behalf of Lessor, the Monthly Payment under the terms and conditions set forth herein. Lessee hereby agrees that it will pay its Monthly Payment to TICF.

Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lessee for the obligations due and owing by Lessee to TICF under the Lease. It is expressly understood that the Maintenance Payments are not Lease Payments and they are not a payment due under the Lease. Lessee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessee in connection with its agreement to collect and remit Maintenance Payments is to forward the Maintenance Payments received from Lessee to Lessor. Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to waive or alter any term or condition of the Maintenance Agreement, There are no rights conferred to TICF to enforce the terms of the Maintenance Agreement; and (ii) that TICF is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement,

LESSOR AND LESSEE HEREBY HOLD TICF HARMLESS AGAINST ANY CLAIM, SUIT, ACTION, PROCEEDING, JUDGMENT, LOSS, LIABILITY, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR BASED UPON: (A) ANY BREACH OF ANY AGREEMENT, REPRESENTATION, OR WARRANTY CONTAINED HEREIN; (B) ANY TAXES, ASSESSMENTS, OR PENALTIES IMPOSED ON TICF BY VIRTUE OF ITS AGREEMENT TO REMIT TO LESSOR THE MAINTENANCE PAYMENTS IT RECEIVES FROM LESSEE; (C) ANY LOSS, DAMAGE, OR INJURY TO PROPERTY, PERSONS, SERVICES, OR EQUIPMENT RESULTING FROM OR IN CONNECTION WITH THE LESSOR'S OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT; OR (D) LESSOR'S OR LESSEE'S FAILURE TO FULLY AND TIMELY COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS RELATING TO THE LEASE OR MAINTENANCE AGREEMENT.

IN THE EVENT OF ANY CLAIM BY LESSEE THAT THE LESSOR HAS FAILED TO PERFORM ITS MAINTENANCE OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT, LESSEE SHALL PROVIDE WRITTEN NOTICE THEREOF TO LESSOR AND TICF, BUT LESSEE SHALL PURSUE ANY SUCH REMEDIES SOLELY AGAINST LESSOR, LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TO TICF UNDER THE LEASE.

#### Accepted and Agreed:

LESSO	R: Vesco Industrial Trucks of Hickory, Inc.	LESSEE	: CORE SCIENTIFIC, INC
Ву:	Ck Kerollin	Ву:	Barwick,
Name:	Chris Kerdleman	Name:	Christer F
Title:	<u>CFO</u>	Title:	TREASURED
тоуот	A INDUSTRIES COMMERCIAL FINANCE, INC.:		
By:	Lea Fontenot		
Name:	Lea Fontenot		
Title	Contract Analyst		



#### RIDER TO MASTER LEASE AGREEMENT - EQUIPMENT SCHEDULE PURCHASE OPTION



RIDER NO. 1 TO EQUIPMENT SCHEDULE NO. 4	
To and part of Equipment Schedule No. 4 dated 01/22/2020 (the "Schedule No. 4 dated 01/22/2020 (the Schedule No. 4 dated 01/22/2020 (t	e"), executed pursuant to that certain Master Lease Agreement dated
01/22/2020 (the "Lease"), each between Vesco Industrial Trucks of Hicko	ry, Inc, its successors and assigns (" <u>Lessor</u> "),and
CORE SCIENTIFIC, INC , its successors	and permitted assigns (" <u>Lessee</u> ").
As used herein, the terms "Equipment" and "Lease" shall mean the Equipment and Le the following thereto:	ase described on the Schedule. The Schedule is hereby amended to add
PURCHASE OPTION. Provided that no default has then occurred under the M Equipment, upon the expiration of the original Lease Term as defined in the S \$1.00 per item of Equipment, together with all taxes and charges upon s notice to Lessor not less than thirty (30) days before expiration of the original Lease Notwithstanding anything to the contrary set forth in the Schedule, Lessee's obligation Schedule) shall not be enforced if Lessee has elected to exercise its option to purchast terms of the Master Lease Agreement and the Schedule shall remain valid and enforce provision of the Master Lease Agreement or the Schedule.	chedule or any renewal term (if applicable), for a purchase price of ale. Lessee may elect to exercise the option by giving irrevocable written see Term as defined in the Schedule or any renewal term (if applicable), ns to return the Equipment in Safe Operating Condition (Section 4 of the see the Equipment, Except as supplemented or amended by this Rider, the
	,
Vocas Industrial Trusks of Linkson, Inc.	CODE SCIENTIFIC INC
Vesco Industrial Trucks of Hickory, Inc.  Lessor	CORE SCIENTIFIC, INC Lessee
By: Ck Kenglh	By: Barwich
Name: Chris Kerdlenna	Name: Christy Barwick
( P7)	THE LICENSIA WELL

Casmae-Pirisulisuicia	ancamantanouz.	LUZIAI <del>O</del> U ILV	ം പലയ <b>്                                    </b>	النظالية	പിന്നു <del>ഭ</del> വാന	<b>u</b> 01
					EXHI	BIT 'I'
UCC FINANCING STATEMENT						
FOLLOW INSTRUCTIONS			•			
A. NAME & PHONE OF CONTACT AT FILER (op Name: Wolters Kluwer Lien Solutions Phone		318 <b>-</b> 662-4141				
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com						
C. SEND ACKNOWLEDGMENT TO: (Name and A	Address) 10288 - Toyot	ta Industries				
Lien Solutions	74717					
1						
P.O. Box 29071 Glendale, CA 91209-9071	DEDE	•				
		1				
File with: Secretary	of State, DE		THE ABOVI	E SPACE IS F	OR FILING OFFIC	E USE ONLY
1. DEBTOR'S NAME: Provide only one Debtor nam name will not fit in line 1b, leave all of item 1 blank, che	<u></u>		• • • • • • • • • • • • • • • • • • • •	•		
1a. ORGANIZATION'S NAME	and blowing (ii)	o marriadal DebiOl	omadon in item 10 of	and I manding Sta	Atomoni Audendum (Fi	Jim 000 iAuj
CORE SCIENTIFIC, INC.						
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL	NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
1c, MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
2800 NORTHUP WAY STE 220		BELLEVUE		WA	98004	USA
2.DEBTOR'S NAME: Provide only one Debtor nam	e (2a or 2b) (use exact, fu <b>ll</b> n		nodify, or abbreviate any			
name will not fit in line 2b, leave all of item 2 blank, che	eck here and provide th	e Individual Debtor	information in item 10 of	the Financing Sta	atement Addendum (Fo	orm UCC1Ad)
2a. ORGANIZATION'S NAME						
DR 2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL	NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
26. INDIVIDUAL S SURNAME		FIRST PERSONAL	VAIVIE	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASSIGNATION	GNEE of ASSIGNOR SECUR	RED PARTY): Provi	de only one Secured Pa	rty name (3a or 3	b)	
TOYOTA INDUSTRIES COMMERC	CIAL FINANCE, INC					
OR 3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL	NAME	ADDITIC	NAL NAME(S)/INITIAL(S	) SUFFIX
3c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
P.O. Box 9050	5-11	Dallas		TX	75019-9050	USA
<ol> <li>COLLATERAL: This financing statement covers the f TWO (2) TOYOTA FORKLIFT</li> </ol>	following collateral:					
MODÈL <sup>´</sup> #05-8FBMK25T						
SER <b>I</b> AL #10080 #10078						
TWO (2) JLG SCISSOR LIFT MODEL #1930ES						
SERIAL #M200027416 #M200027308						
Chook only if applicable and shook only are hard	llatoral in Duning	/ H001111	47	7		IB.
5. Check <u>only</u> if applicable and check <u>only</u> one box: Co 6a. Check <u>only</u> if applicable and check <u>only</u> one box:	ılateral is ∐held in a Trust (	(see UCC1Ad, item	17 and Instructions)		red by a Decedent's F if applicable and che	·
	ured-Home Transaction	A Debtor is a	Transmitting Utility			-UCC Filing
		onsignee/Consigno			lee/Bailor	Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA:						
RETAIL				RE	TAIL	





EQUIPMENT SCHEDULE NO. 6 SCHEDULE DATE: 01/22/2020 This Equipment Schedule is executed pursuant to, and incorporates by reference the terms and conditions of that certain Master Lease Agreement - Equipment. (the "Master Lease Agreement"), between Vesco Industrial Trucks of Hickory, Inc.

and CORE

("Leases"), and the Items of equipment described below constitute the "Equipment" referred to in Section 1 dated as of 01/22/2020 SCIENTIFIC, INC. thereof. This Equipment Schedule incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease between Vesco Industrial Trucks of Hickory, Inc. ("Lessor") and Lessee; and is hereinafter sometimes referred to as the "Lease". Capitalized terms used herein without definition shall have the meaning given them in the Master Lease Agreement. 2800 NORTHUP WAY STE 220 BELLEVUE Billing Address: 98004-1440 (ZIP CODE) 2205 Industrial South Rd. 30721 Equipment Location: Whitfield (ZIP CODE) Type of Operating Conditions: Clean The Monthly Payment includes the Maintenance Payment. The Monthly Payment does not Include the Maintenance Payment. PER ITEM OF EQUIPMENT First Payment Due Date Overtime Usage Lease Termi Monthly Payment Security Deposit Allowed Annual (in months) (includes the Lease Payment **Operating Hours** Fee but not applicable taxes). (per hour): \*\*\* 876.64 64 00.0 2000 0.00

		EQUIPMENT DESCRIPTION		
Number of Units	Make	Model	Notet Lond	
2	Toyota	05-8FBMK25T	New	
Serial Numbers	1,77,147	Altaghments		,ån
10078, 10080		 1 IBC GT40-125-	9, 1 IBC watering system, 1 IBC 40BD-0700-C3	

1. TERM AND RENT. The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lease shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date, In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the amount of 1/30th of the Lease Payment per day. Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is received more than ten (10) days after its scheduled due date, Leasee shall pay a late charge equal to the lease of five percent (5%) of the Lease Payment amount or the maximum amount allowable under applicable law. If any Lease Payment made by Leasee is returned due to non-sufficient funds, Leasee shall pay a returned payment fee.

Lessee acknowledges that Toyota Industries Commercial Finance, Inc. ("TICF") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TICF's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity (the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or after any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TICF.

- 2. HOLDOVER. If Lessee fails to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the pro rata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TICF.
- 3. REDELIVERY. Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, treight prepaid, such Equipment, at the address designated by TICF, Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.
- 4. RETURN CONDITIONS. Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components, attachments, or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped components, attachments, or accessories perform all of their required functions. In





addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; (b) an operational hom, parking brake, and lights; and, if applicable, (c) a battery of equal or better specifications than the original, which battery must be in good working condition, provide 80% of rated capacity, be free of defective cells and have no obvious signs of abuse (abuse includes but is not limited to, signs of overcharging, overwatering and evidence of severe corrosion). If the Equipment is not returned in Safe Operating Condition, Lessee will be blied for any repairs necessary to place the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

- 5. MAINTENANCE RECORDS. If requested, Lesses shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state, and local laws, and health and safety guidelines. Lesses shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges, and other related costs necessary to cause such Equipment to be in full compliance with the terms of the Lease.
- 6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 6 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above, if the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, based on the data reflected in the Equipment's hour meter or other similar mechanical device, Lessee will be billed the Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof. In the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) month period, or, if such period is less than three (3) months, then during such lesser period. Leasee agrees that the Equipment will not be used for personal, family, or household purposes, or for farming or agricultural operations. Lessee will keep the Equipment in a covered area when not in use. Lessee shall only allow operation of the Equipment by competent, fully-trained-in use employees or contractors of Lessee. Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all Manufacturer's safety equipment, such as the driver's overhead guard and/or load backreet extension, as installed or attached to the Equipment as delivered.

LESSOR	: Vesco industrial Trucks of Hickory, Inc.	LESSEE:	CORE SCIENTIFIC, INC
Ву:	Ch Kengli-	Ву:	Many M
Name:	Chris Kendlinge	Name:	Mursty Barioick
Title:	CFO.	Title:	TREASURER
Address:	525 17th ST NW	Address:	2800 NORTHUP WAY STE 220,
	Hickory, NC 28601-3347		BELLEVUE, WA 98004-1440

#### NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION AGREEMENT FOR EQUIPMENT SCHEDULE

TOYOTA

CORE SCIENTIFIC, INC ("Lessee") hereby acknowledges that Vesco Industrial Trucks of Hickory, Inc. ("Lessee") has assigned to Toyota Industries Commercial Finance, Inc. ("TICF"), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 5 dated as of 01/22/2020 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated as of 01/22/2020 (the "Master Lease Agreement"). The Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease and is hereinafter collectively referred to as the "Lease". The assignment acknowledged herein includes, but is not limited to, all of Lessor's rights to be paid all Lease Payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related to the Schedule) and purchase option. Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule), and purchase option are now to be made directly to TICF at the following address, unless otherwise specified by TICF:

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC. PO BOX 660926 DALLAS, TX 75266-0926

Lea Fontenot

Contract Analyst

Name:

Title:

The assignment in no way affects the Lessor's obligations, if any, under the Lease (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the Lease Payments and other sums under the Lease is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses, or counterclaims with regard to the Equipment, the Lease, or the obligations to make payments thereunder.

Maintenance Collection. To the extent that: (a) Lessee has indicated to TICF that it maintains a separate maintenance agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its Lease Payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"), TICF agrees that it will accept and collect, on behalf of Lessor, the Monthly Payment under the terms and conditions set forth herein. Lessee hereby agrees that it will pay its Monthly Payment to TICF.

Lesses specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lessee for the obligations due and owing by Lessee to TICF under the Lease. It is expressly understood that the Maintenance Payments are not Lease Payments and they are not a payment due under the Lease. Lessee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessee in connection with its agreement to collect and remit Maintenance Payments is to forward the Maintenance Payments received from Lessee to Lessor. Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to waive or after any term or condition of the Maintenance Agreement. There are no rights conferred to TICF to enforce the terms of the Maintenance Agreement. The parties agree (i) that Lessor shall maintain all right, title, and interest in and to all payments of the Lessee arising from the Maintenance Agreement; and (ii) that TICF is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.

LESSOR AND LESSEE HEREBY HOLD TICF HARMLESS AGAINST ANY CLAIM, SUIT, ACTION, PROCEEDING, JUDGMENT, LOSS, LIABILITY, OR EXPENSE (INCLUDING WITHOUT, LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR BASED UPON: (A) ANY BREACH OF ANY AGREEMENT, REPRESENTATION, OR WARRANTY CONTAINED HEREIN; (B) ANY TAXES, ASSESSMENTS, OR PENALTIES IMPOSED ON TICF BY VIRTUE OF ITS AGREEMENT TO REMIT TO LESSOR THE MAINTENANCE PAYMENTS IT RECEIVES FROM LESSEE; (C) ANY LOSS, DAMAGE, OR INJURY TO PROPERTY, PERSONS, SERVICE, OR EQUIPMENT RESULTING FROM OR IN CONNECTION WITH THE LESSOR'S OR LESSEE'S FAILURE TO FULLY AND TIMELY COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS RELATING TO THE LEASE OR MAINTENANCE AGREEMENT.

IN THE EVENT OF ANY CLAIM BY LESSEE THAT THE LESSOR HAS FAILED TO PERFORM ITS MAINTENANCE OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT, LESSEE SHALL PROVIDE WRITTEN NOTICE THEREOF TO LESSOR AND TICF, BUT LESSEE SHALL PURSUE ANY SUCH REMEDIES SOLELY AGAINST LESSOR. LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TO TICF UNDER THE LEASE.

LESSOR: Vesco Industrial Trucks of Hickory, Inc.

By: Kendle By: Characterist Commercial Finance, Inc.

Title: TREASURE To The Tourne Commercial Finance, Inc.:

ිa Sælse<mark>-920-390</mark>1341Claborc8meFrite558**621**027F118d iDeFs4SN18aoin D20/2281/229nt PagPea2j8 6D65F 67

### RIDER TO MASTER LEASE AGREEMENT - EQUIPMENT SCHEDULE PURCHASE OPTION



RIDER NO. 1 TO EQUIPMENT SCHEDULE NO. 5 To and part of Equipment Schedule No. 5 dated 01/22/2020 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated (the "Lease"), each between Vesco Industrial Trucks of Hickory, Inc. , its successors and assigns ("Lessor"),and CORE SCIENTIFIC, INC , its successors and permitted assigns ("Lessee"). As used herein, the terms "Equipment" and "Lease" shall mean the Equipment and Lease described on the Schedule. The Schedule is hereby amended to add the following thereto: PURCHASE OPTION. Provided that no default has then occurred under the Master Lease Agreement, Lessee shall have the option to purchase the Equipment, upon the expiration of the original Lease Term as defined in the Schedule or any renewal term (if applicable), for a purchase price of \$1.00 per item of Equipment, together with all taxes and charges upon sale. Lessee may elect to exercise the option by giving irrevocable written notice to Lessor not less than thirty (30) days before expiration of the original Lease Term as defined in the Schedule or any renewal term (if applicable). Notwithstanding anything to the contrary set forth in the Schedule, Lessee's obligations to return the Equipment in Safe Operating Condition (Section 4 of the Schedule) shall not be enforced if Lessee has elected to exercise its option to purchase the Equipment. Except as supplemented or amended by this Rider, the terms of the Master Lease Agreement and the Schedule shall remain valid and enforceable. This Rider shall control as to any conflict or inconsistency with any provision of the Master Lease Agreement or the Schedule. Vesco Industrial Trucks of Hickory, Inc. CORE SCIENTIFIC, INC Lessor Lessee

Name: Title:

					F	XHIBIT 'I
					1	
UCC FINANCING STATEMENT						
FOLLOW INSTRUCTIONS						
A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3	3282 Fax: 8	18-662-4141				
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com						
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 10.	288 - Toyot	a Industries				
Lien Solutions	74717	416 🗍				
P.O. Box 29071	DEDE					
Glendale, CA 91209-9071						
File with: Secretary of State, DI					OR FILING OFFICE	
1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (us name will not fit in line 1b, leave all of item 1 blank, check here			• • • • • • • • • • • • • • • • • • • •			
1a. ORGANIZATION'S NAME CORE SCIENTIFIC, INC.						
OR 1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL N	IAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
1c, MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
2800 NORTHUP WAY STE 220		BELLEVUE		WA	98004	USA
2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (us name will not fit in line 2b, leave all of item 2 blank, check here			odify, or abbreviate any printer and of the contraction in item 10 of			
2a. ORGANIZATION'S NAME	and provide an	o mamada Bobtor	morniador in terri 10 ci	and I manding da	atomont / tagonaam (r o	
OR 2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL N	IAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
20. INDIVIDUAL 5 SURVAIVIE		FIRST PERSONAL!	ANIC	ADDITION	NAL NAIVIE(S)/INITIAL(S)	SUPPIA
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGN	GNOR SECUR	RED PARTY): Provid	de only <u>one</u> Secured Par	ty name (3a or 3	<b>l</b> b)	
3a, ORGANIZATION'S NAME TOYOTA INDUSTRIES COMMERCIAL FINAL	NCE. INC.	_				
OR 3b. INDIVIDUAL'S SURNAME	, , , , , ,	FIRST PERSONAL I	NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
3c, MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
P.O. Box 9050		Dallas		TX	75019-9050	USA
4. COLLATERAL: This financing statement covers the following collat	eral:					
TWO (2) TOYOTA FORKLIFT MODEL #05-8FBMK25T						
SERIAL #10080 #10078						
TWO (2) JLG SCISSOR LIFT MODEL #1930ES						
SERIAL #M200027416 #M200027308						
	eld in a Trust (	see UCC1Ad, item	17 and Instructions)		red by a Decedent's Pe	· ·
6a. Check only if applicable and check only one box:	`		, <del>-</del>	6b. Check only	if applicable and chec	k <u>only</u> one box:
	ansaction		Transmitting Utility	6b. Check only	if applicable and chec	· ·



M200033822, M200033921



EQUIPMENT SCHEDU	LE NO. <u>6</u>						80	HEDULE DA	TE: <u>01/24/2020</u>
dated as of 01/22/202 SCIENTIFIC, INC thereof. This Equipmen lease between Vesco "Lease". Capitalized ter Lessee confirms that the	0 Industrial ms used h	uted pursuant to, and inco (the "Master Lease Agri ("Lessee"). e incorporating by referen Trucks of Hickory, Inc. erein without definition should be and the second of the	eement" and the nce the sall have	), between <u>Vesco Industry</u> items of equipment determs and conditions of the meaning given them and determined to be in a	irial Tru icribed the Mas or") and in the M	cks of Hickory, I below constitute iter Lease Agreer I Lessee; and Is laster Lease Agre	nc. the "Equi nent, cons hereinafte ement.	omeni" referi stitutes a sep er sometimes	and CORI red to in Section parate instrument of referred to as the
Billing Address:		2800 NORTHUP W	AY STE	220	BELLI	EVUE	WA	98004-144	10
. •		(Street)			(Cl	ty)	(State)	(ZIP CODE)	
Equipment Location:		1035 Shar-C (Street)			Calver (Cl		KY (Starba)	42029 (ZIP CODE)	Marshall (County)
		is the Maintenance Payme ot include the Maintenanc	e Paym	ent. R ITEM OF EQUIPM	ENT	•.			
Lease Term	. ** '44	First Payment Due Date	7-11	Monthly Payment		Security Deposi	Allinuis	d Annual	Övertime Usage
(in months)	r			inio analy i dyman		Geografia Depos	Opera	ting Hours	Fee (per hour)
64		•		264.78		0.00	999		0.00
			EQU	JIPMENT DESCRIP	ION				
Number of Units	Make:		Model	W Variation			New/U	sed.	
2 .	JLG	37.511.1.11	19305	:S	1131.1	- 1,00 (1982) 1 (1973) (	New	<u> </u>	<u>1:</u> -
Serial Numbers				Altac	hments				

1. TERM AND RENT. The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lesses shall pay rent for use of the Equipment (the \*Lease Payment\*\*), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date, in the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month (\*Interim Rent\*\*) shall be due in the amount of 1/30th of the Lease Payment per day, Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is received more than ten (10) days after its scheduled due date, Lessee shall pay a late charge equal to the tesser of five percent (5%) of the Lease Payment amount or the maximum amount allowable under applicable law. If any Leese Payment made by Lessee is returned due to non-sufficient funds, Lessee shall pay a returned payment fee.

Lessee acknowledges that Toyota Industries Commercial Finance, inc. ("TICF") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TICF's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity (the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or after any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TICF.

- 2. HOLDOVER. If Lessee falls to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the pro rata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Leasee shall continue to pay the Month-to-Month Payment until the Equipment is received by TICF.
- 3. REDELIVERY. Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TICF. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole toss payee on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.
- 4. RETURN CONDITIONS, Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components, attachments, or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped components, attachments, or accessories perform all of their required functions. In

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addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; (b) an operational horn, parking brake, and lights; and, if applicable, (c) a battery of equal or better specifications than the original, which battery must be in good working condition, provide 80% of rated capacity, be free of defective cells and have no obvious signs of abuse (abuse includes but is not limited to, signs of overcharging, overwatering and evidence of severe corrosion). If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to piace the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

- 5. MAINTENANCE RECORDS. If requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state, and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges, and other related costs necessary to cause such Equipment to be in full compliance with the terms of the Lease.
- 6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above, if the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, bessee will be billed the Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof, in the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) month period, or, if such period is less than three (3) months, then during such lesser period. Lessee agrees that the Equipment will not be used for personal, tamily, or household purposes, or for farming or agricultural operations. Lessee will keep the Equipment in a covered area when not in use. Lessee shall only allow operation of the Equipment by competent, fully-trained-in use employees or contractors of Lessee, Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all Manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

LESSOR:	Vesco Industrial Trucks of Hickory, Inc.	LESSEE:	CORE SCIENTIFIC, INC
By:	Cl Kerth	Ву:	(Barwigh
Name:	Chris Kendlinge	Name:	(hristy Barwich
Title:	CFO	Title:	TREASURER
Address:	525 17th ST NW	Address:	2800 NORTHUP WAY STE 220,
	Hickory, NC 28601-3347		BELLEVUE, WA 98004-1440

#### NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION AGREEMENT FOR EQUIPMENT SCHEDULE

TOYOTA COMMERCIAL EMANCE

	COLUMN TO THE PARTY OF THE PART	100
CORE SCIENTIFIC, INC ("Lessee") hereby acknowledges that Vesco Industrial Trucks of Hickory, Inc. ("Lessor") has	assigned to Toy	ınta
Industries Commercial Finance, Inc. ("TICF"), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 6	dated as	
01/24/2020 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated as of 01/22/2020	(the "Master Le	886
Agreement"). The Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate	instrument of lea	ARA
and is hereinafter collectively referred to as the "Lease". The assignment acknowledged herein includes, but is not limited to, all of Lessor's	rights to be paid	i al
Lease Payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related t	o the Schedule)	and
purchase option, Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule), and purchase i	option are now to	be
made directly to TICF at the following address, unless otherwise specified by TICF:		

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC. PO BOX 660926 DALLAS. TX 75286-0928

The assignment in no way affects the Lessor's obligations, if any, under the Lesse (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the Lessee Payments and other sums under the Lesse is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses, or counterclaims with regard to the Equipment, the Lesse, or the obligations to make payments thereunder.

Maintenance Collection. To the extent that: (a) Lessee has indicated to TICF that it maintains a separate maintenance agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its Lease Payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"). TICF agrees that it will accept and collect, on behalf of Lessor, the Monthly Payment under the terms and conditions set forth herein. Lessee hereby agrees that it will pay its Monthly Payment to TICF.

Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lessee for the obligations due and owing by Lessee to TICF under the Lease, it is expressly understood that the Maintenance Payments are not Lease Payments and they are not a payment due under the Lease. Lessee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessee in connection with its agreement to collect and remit Maintenance Payments is to forward the Maintenance Payments received from Lessee to Lessor. Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to waive or after any term or condition of the Maintenance Agreement. There are no rights conferred to TICF to enforce the terms of the Maintenance Agreement; and (ii) that TICF is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.

LESSOR AND LESSEE HEREBY HOLD TICF HARMLESS AGAINST ANY CLAIM, SUIT, ACTION, PROCEEDING, JUDGMENT, LOSS, LIABILITY, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR BASED UPON: (A) ANY BREACH OF ANY AGREEMENT, REPRESENTATION, OR WARRANTY CONTAINED HEREIN; (B) ANY TAXES, ASSESSMENTS, OR PENALTIES IMPOSED ON TICF BY VIRTUE OF ITS AGREEMENT TO REMIT TO LESSOR THE MAINTENANCE PAYMENTS IT RECEIVES FROM LESSEE; (C) ANY LOSS, DAMAGE, OR INJURY TO PROPERTY, PERSONS, SERVICES, OR EQUIPMENT RESULTING FROM OR IN CONNECTION WITH THE LESSOR'S OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT, OR (D) LESSEE'S FAILURE TO FULLY AND TIMELY COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS RELATING TO THE LEASE OR MAINTENANCE AGREEMENT.

IN THE EVENT OF ANY CLAIM BY LESSEE THAT THE LESSOR HAS FAILED TO PERFORM ITS MAINTENANCE OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT, LESSEE SHALL PROVIDE WRITTEN NOTICE THEREOF TO LESSOR AND TICF, BUT LESSEE SHALL PURSUE ANY SUCH REMEDIES SOLELY AGAINST LESSOR. LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TO TICF UNDER THE LEASE.

#### Accepted and Agreed:

LESSOR	: Vesco industrial Trucks of Hickory, Inc.	LESSEE: CORE SCIENTIFIC, INC
Ву:	Ck Khalle	By: Barway
Name:	Chris Rendlinan	Name: Christy Sar
Title:	<u>CFO</u>	THE TREASURE 12
тоуоти	A INDUSTRIES COMMERCIAL FINANCE, INC.:	•
By:	Lea Fontenot	
Name:	Lea Fontenot	
Title:	Contract Analyst	

#### Case 22-20-301341Cladoc 8 m offites 86210 27/18 d i D of SCS 15 aon D2/28/122 nt Pagrea 38 2665 67



Title:

### RIDER TO MASTER LEASE AGREEMENT - EQUIPMENT SCHEDULE PURCHASE OPTION



RIDER NO. 1	O EQUIPMENT SCHEDULE NO. 6			Y
To and part of Equi	pment Schedule No. 6 dated	d 01/24/2020 (the "Sched	ule"), executed pursuant	to that certain Master Lease Agreement dated
01/22/2020	(the " <u>Lease</u> "), each between <u>Ves</u>	co Industrial Trucks of Hic	kory, Inc.	_, its successors and assigns (" <u>Lessor</u> "),and
CORE SCIENTIFIC	D, INC	, its successor	s and permitted assigns	(" <u>Lessee</u> ").
As used herein, the the following theret		mean the Equipment and L	ease described on the S	chedule. The Schedule is hereby amended to add
Equipment, upon \$1.00 p. notice to Lessor notwithstanding an Schedule) shall not terms of the Master	the expiration of the original Lease per item of Equipment, together with a ot less than thirty (30) days before ep- nything to the contrary set forth in the t be enforced if Lessee has elected to the enforced if the enforced if	Term as defined in the Il taxes and charges upon kpiration of the original Le Schedule, Lessee's obligat exercise its option to purch shall remain valid and enfo	Schedule or any reneval. Schedule or any elect sale. Lessee may elect trase Term as defined in the tions to return the Equipment. Except the Equipment. Except the Equipment.	ent, Lessee shall have the option to purchase the wal term (if applicable), for a purchase price of to exercise the option by giving irrevocable written the Schedule or any renewal term (if applicable), ment in Safe Operating Condition (Section 4 of the ept as supplemented or amended by this Rider, the I control as to any conflict or inconsistency with any
Vesco Industrial Tru Lessor	ıcks of Hickory, Inc.		CORE SCIENTIFIC,	INC
	· Re lle		OA	m ald
Name:	ru Pendlemon		By: ( / ) W	Sty Barwick
ivanic.	- 2		wante	DOLL WILL

TREASURER



EXHIBIT 'M'
TOYOTA
COMMERCIAL FRANCE

EQUIPMENT SCHEDULE NO. 7			S	CHEDULE DATE:	01/24/2020
lated as of 01/22/2020 SCIENTIFIC, INC hereof. This Equipment Schedule base between Vesco Industrial 1 Lease*, Capitalized terms used he	erein without definition shall have the meaning given the meaning given the meaning given in	to industrial Trucks of Hick ment described below consistences of the Master Lease A ("Lessor") and Lessee; are in them in the Master Lease	ory, Inc.  illute the Equ greement, cor  nd is hereinafi Agreement.	ipment" referred istitutes a separat er sometimes ref	and CORE to in Section 1 te instrument of erred to as the
Hilling Address:	2800 NORTHUP WAY STE 220	BELLEVUE	WA	98004-1440	
· · · · · · · · · · · · · · · · · · ·	(Sireel)	(City)	(State)	(ZIP CODE)	······································
quipment Location:	155 Palmer Lane (Street)	Marble (Gly)	NC (State)	28905 (ZIP CODE)	Cherokee (County)
ype of Operating Conditions: C	lean ·				
The Monthly Payment includes The Monthly Payment does no	the Maintenance Payment, tinclude the Maintenance Payment.				

Lease Term (in rhonths)	First Payment Date Monthly Payment	Security Deposit	Allowed Annual Operating Hours	Overtime Usage Fee (per hour)
64	437.21	0.00	999	0.00
	FOURMENT DESCRIPTION			

		EQUIPMENT DE	SCRIPTION		* 1. 1 / / /	
Number of L	Inits Make	Model			New/Used	
2	ıre	 3246E\$			New	
Senal Numb	ers		Attachments	14.40	MEE,	2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
M2000317	06, M200031707					

1. TERM AND RENT. The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lessee shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date, In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the amount of 1/30th of the Lease Payment per day. Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is received more than ten (10) days after its scheduled due date, Lessee shall pay a late charge equal to the lesser of five percent (5%) of the Lease Payment amount or the maximum amount allowable under applicable law. If any Lease Payment made by Lessee is returned due to non-sufficient funds, Lessee shall pay a returned payment fee.

Lessee acknowledges that Toyota industries Commercial Finance, inc. ("TICF") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TICF's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity (the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or after any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TICF,

- 2. HOLDOVER. If Lessee falls to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, termineble on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the pro rata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TICF.
- 3. REDELIVERY. Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TICF. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.
- 4. RETURN CONDITIONS, Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components, attachments, or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped components, attachments, or accessories perform all of their required functions. In





addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without churking or flat spots; (b) an operational horn, parking brake, and lights; and, if applicable, (c) a battery of equal or better specifications than the original, which battery must be in good working condition, provide 80% of rated capacity, be free of defective cells and have no obvious signs of abuse (abuse includes but is not limited to, signs of overcharging, overwatering and evidence of severe corrosion). If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to place the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

- 5. MAINTENANCE RECORDS, if requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state, and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges, and other related costs necessary to cause such Equipment to be in full compliance with the terms of the Lease.
- 6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above, if the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, based on the data reflected in the Equipment's hour meter or other similar mechanical device, Lessee will be billed the Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof. In the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) months period, or, if such period is less than three (3) months, then during such lesser period. Lessee agrees that the Equipment will not be used for personal, family, or household purposes, or for familing or agricultural operations. Lessee will keep the Equipment in a covered area when not in use. Lessee shall only allow operation of the Equipment by competent, fully-trained-in use employees or contractors of Lessee. Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all Manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

LESSOR	· Vesco Industrial Trucks of Hickory, Inc.	LESSEE: CORE SCIENTIFIC, INC
By:	Ch Kyllin	By: Charwith
Name:	Chris Kendleman	Name: Christy Barwick
Title:	CFJ	THE TREASURER
Address:	525 17th ST NW	Address: 2800 NORTHUP WAY STE 220,
	Hickory, NC 28601-3347	BELLEVUE, WA 98004-1440

#### NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION AGREEMENT FOR EQUIPMENT SCHEDULE

**COTOYOTA** 

17001 (09/19)

CORE SCIENTIFIC, INC ("Lessee") hereby acknowledges that Vesco Industrial Trucks of Hickory, Inc. ("Lessor") has assigned to Toyota Industries Commercial Finance, Inc. (\*TICF\*), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 7 01/24/2020 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated as of 01/22/2020 dated as of "Master Lease (the Agreement"). The Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease and is hereinafter collectively referred to as the "Lease". The assignment acknowledged herein includes, but is not limited to, all of Lessor's rights to be paid all Lease Payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related to the Schedule) and purchase option. Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule), and purchase option are now to be made directly to TICF at the following address, unless otherwise specified by TICF:

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC. PO BOX 660926

DALLAS, TX 75266-0926

Title:

The assignment in no way affects the Lessor's obligations, if any, under the Lease (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the Lease Payments and other sums under the Lease is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses, or counterclaims with regard to the Equipment, the Lease, or the obligations to make payments thereunder.

Maintenance Collection. To the extent that: (a) Lessee has indicated to TICF that it maintains a separate maintenance agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its Lease Payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"), TICF agrees that it will accept and collect, on behalf of Lessor, the Monthly Payment under the terms and conditions set forth herein. Lessee hereby agrees that it will pay its Monthly Payment to TICF.

Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to Issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lessee for the obligations due and owing by Lessee to TICF under the Lease. It is expressly understood that the Maintenance Payments are not Lease Payments and they are not a payment due under the Lease, Lessee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessee in connection with its agreement to collect and remit Maintenance Payments is to forward the Maintenance Payments received from Lessee to Lessor. Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to waive or alter any term or condition of the Maintenance Agreement. There are no rights conferred to TICF to enforce the terms of the Maintenance Agreement. The parties agree (i) that Lessor shall maintain all right, title, and interest in and to all payments of the Lessee arising from the Maintenance Agreement; and (ii) that TICF is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lesse and/or the Maintenance Agreement.

LESSOR AND LESSEE HEREBY HOLD TICF HARMLESS AGAINST ANY CLAIM, SUIT, ACTION, PROCEEDING, JUDGMENT, LOSS, LIABILITY, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR BASED UPON: (A) ANY BREACH OF ANY AGREEMENT, REPRESENTATION, OR WARRANTY CONTAINED HEREIN; (B) ANY TAXES, ASSESSMENTS, OR PENALTIES IMPOSED ON TICF BY VIRTUE OF ITS AGREEMENT TO REMIT TO LESSOR THE MAINTENANCE PAYMENTS IT RECEIVES FROM LESSEE; (C) ANY LOSS, DAMAGE, OR INJURY TO PROPERTY, PERSONS, SERVICES, OR EQUIPMENT RESULTING FROM OR IN CONNECTION WITH THE LESSOR'S OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT; OR (D) LESSOR'S OR LESSEE'S FAILURE TO FULLY AND TIMELY COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS RELATING TO THE LEASE OR MAINTENANCE AGREEMENT.

IN THE EVENT OF ANY CLAIM BY LESSEE THAT THE LESSOR HAS FAILED TO PERFORM ITS MAINTENANCE OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT, LESSEE SHALL PROVIDE WRITTEN NOTICE THEREOF TO LESSOR AND TICF, BUT LESSEE SHALL PURSUE ANY SUCH REMEDIES SOLELY AGAINST LESSOR. LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TO TICF UNDER THE LEASE.

Accepted and Agreed: LESSOR: Vesco Industrial Trucks of Hickory, Inc. LESSEE: CORE SCIENTIFIC, INC Bv: Bv: Name: Name: Title: Title: TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.: Valerie . Fisher By: Valerie Fisher Name: Contract Analyst



### RIDER TO MASTER LEASE AGREEMENT - EQUIPMENT SCHEDULE PURCHASE OPTION



Lessee Call and the Call and th	RIDER NO. 1 TO EQUIPMENT SCHEDULE NO. 7									
CORE SCIENTIFIC, INC  As used herein, the terms "Equipment" and "Lease" shall mean the Equipment and Lease described on the Schedule. The Schedule is hereby amended to add the following thereto:  PURCHASE OPTION. Provided that no default has then occurred under the Master Lease Agreement, Leasee shall have the option to purchase the Equipment upon the expiration of the original Lease Term as defined in the Schedule or any renewal term (if applicable), for a purchase price of \$1.00 per item of Equipment, together with all taxes and charges upon sale. Leasee may elect to exercise the option by giving irrevocable written notice to Leasor not less than thirty (30) days before expiration of the original Lease Term as defined in the Schedule or any renewal term (if applicable). Notwithstanding anything to the contrary set forth in the Schedule, Leaseser's obligations to return the Equipment in Safe Operating Condition (Section 4 of the Schedule) and not be enforced if Leasee has elected to exercise its option to purchase the Equipment. Except supplemented or amended by this Rider, the terms of the Master Lease Agreement and the Schedule shall remain valid and enforceable. This Rider shall control as to any conflict or inconsistency with any provision of the Master Lease Agreement or the Schedule.  Vesco Industrial Trucks of Hickory, Inc.  Lesser  Vesco Industrial Trucks of Hickory, Inc.  Lesser	To and part of Equipment Schedule No. 7 dated 01/24/2020 (the "Schedule No. 7 dated 01/24/2020 (the Schedule No. 7 dated 01/24/2020 (the Sc	e"), executed pursuant to that certain Master Lease Agreement dated								
As used herein, the terms "Equipment" and "Lease" shall mean the Equipment and Lease described on the Schedule. The Schedule is hereby amended to add the following thereto:  PURCHASE OPTION. Provided that no default has then occurred under the Master Lease Agreement, Lessee shall have the option to purchase the Equipment upon the expiration of the original Lease Term as defined in the Schedule or any renewal term (if applicable), for a purchase price of \$1.00 per item of Equipment, together with all taxes and charges upon sale. Lessee may elect to exercise the option by giving irrevocable written notice to Lessor not less than thirty (30) days before expiration of the original Lease Term as defined in the Schedule or any renewal term (if applicable). Notwithstanding anything to the contrary set forth in the Schedule. Lessee's obligations to return the Equipment in Sete Operating Condition (Section 4 of the Schedule) and not be enforced if Lessee has elected to exercise its option to purchase the Equipment. Except as supplemented or amended by this Rider, the terms of the Master Lease Agreement and the Schedule shall remain valid and enforceable. This Rider shall control as to any conflict or inconsistency with any provision of the Master Lease Agreement or the Schedule.  Vesco industrial Trucks of Hickory, Inc.  Lessor  CORE SCIENTIFIC, INC Lessee	01/22/2020 (the "Lease"), each between Vesco Industrial Trucks of Hicko	ory, Inc. , its successors and assigns ("Lessor"), and								
PURCHASE OPTION. Provided that no default has then occurred under the Master Lease Agreement, Lessee shall have the option to purchase the Equipment, upon the expiration of the original Lease Term as defined in the Schedule or any renewal term (if applicable), for a purchase price of \$1,00 per item of Equipment, together with all taxes and charges upon sale. Lessee may elect to exercise the option by giving irrevocable written notice to Lessor not less than thirty (30) days before expiration of the original Lease Term as defined in the Schedule or any renewal term (if applicable). Notwithstanding anything to the contrary set forth in the Schedule, Lessee's obligations to return the Equipment in Safe Operating Condition (Section 4 of the Schedule) and not be enforced if Lessee has elected to exercise its option to purchase the Equipment. Exceptioner or amended by this Rider, the terms of the Master Lease Agreement and the Schedule shall remain valid and enforceable. This Rider shall control as to any conflict or inconsistency with any provision of the Master Lease Agreement or the Schedule.  Vesco Industrial Trucks of Hickory, Inc.  Lessor  CORE SCIENTIFIC, INC  Lessee	CORE SCIENTIFIC, INC, its successors	and permitted assigns (" <u>Lessee</u> ").								
Equipment, upon the expiration of the original Lease Term as defined in the Schedule or any renewal term (if applicable), for a purchase price of \$1.00 per item of Equipment, together with all taxes and charges upon sale. Leasee may defined in the Schedule or any renewal term (if applicable). Nowthitstanding anything to the contrary set forth in the Schedule, Leasees so deligations to return the Equipment in Safe Operating Condition (Section 4 of the Schedule) shall not be enforced if Lessee has elected to exercise its option to purchase the Equipment. Except as supplemented or amended by this Rider, the terms of the Master Lease Agreement and the Schedule shall remain valid and enforceable. This Rider shall control as to any conflict or inconsistency with any provision of the Master Lease Agreement or the Schedule.  Vesco Industrial Trucks of Hickory, Inc.  Lessor  CORE SCIENTIFIC, INC  Lessee		ase described on the Schedule. The Schedule is hereby amended to add								
Lessee Call and the Call and th	Equipment, upon the expiration of the original Lease Term as defined in the Schedule or any renewal term (if applicable), for a purchase price of \$1.00 per item of Equipment, together with all taxes and charges upon sale. Lessee may elect to exercise the option by giving irrevocable written notice to Lessor not less than thirty (30) days before expiration of the original Lease Term as defined in the Schedule or any renewal term (if applicable). Notwithstanding anything to the contrary set forth in the Schedule, Lessee's obligations to return the Equipment in Safe Operating Condition (Section 4 of the Schedule) shall not be enforced if Lessee has elected to exercise its option to purchase the Equipment. Except as supplemented or amended by this Rider, the terms of the Master Lease Agreement and the Schedule shall remain valid and enforceable. This Rider shall control as to any conflict or inconsistency with any									
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	By: Charles Charles	By: ( Dawney								
Name: Chris Kendliman Name: Christy Barwick  Title: RASWER	/ E)									



### ASSIGNMENT



Seller or Lessor ("Seller") sells and assigns to Toyota Industries Commercial Finance, Inc. ("TICF") all of its rights, title and interest in this Retail Installment Contract or Commercial Lease Agreement ("Contract") dated <u>01/24/2020</u> and the Equipment described as follows:

#### **Description of Equipment**

YEAR	MAKE	NEW OR USED	MODEL
2019	JLG	New	1930ES

SERIAL NUMBËR(S)				
M200031706, M200031707	•	•	·	,

#### **Description of Contract**

ſ	CUSTOMER'S NAME	DATE OF DELIVERY
	CORE SCIENTIFIC, INC	3-26-20

In addition to the Terms and Conditions set forth in the Equipment Retail Sales Financing Agreement and/or the Retail Lease Financing Agreement (jointly and severally known as the "Master Agreement") entered into between Seller and TICF, Seller warrants, represents, and covenants that: (a) Seller has no knowledge or reason to believe that any statements made or furnished by the Buyer or Lessee named in the Contract ("Buyer"), the Seller named in the Contract, or any other person, are untrue or incomplete; (b) the Contract represents the entire agreement between Seller and Buyer, the Contract is not in default, and the Contract is not subject to any unsatisfied condition precedent; (c) the Contract arose from the retail sale or lease of the Equipment described on the face of the Contract; (d) Seller will secure on behalf of TICF a first priority security interest in the Equipment free and clear of all liens and encumbrances; (e) the description of the Equipment in the Contract is true and complete, and the Equipment will be or has been duly delivered to and accepted without revocation by Buyer; (f) insurance, or other types of coverage, provided by Seller does not violate any applicable law, regulation, or rule, and all insurance documentation and rebates of unearned insurance premiums, if any, will be delivered to Buyer within the time required by law unless applied pursuant to the terms of the Contract; (g) Seller has provided Buyer with the completed Contract signed by Seller and the transaction was consummated on the date of the Contract; (h) Seller is licensed to the extent required by law: (i) Seller does not make any type of charge, including documentary or processing charges, which Seller does not make in a comparable cash transaction, other than amounts disclosed for finance charges and filing fees or other costs paid to public officials to perfect the security interest in the Equipment.

Each of these warranties, representations, and covenants is material to TICF's acceptance of this Assignment. If any of them is breached or is erroneous, or if the Contract is rescinded, cancelled, voided, or otherwise unenforceable, Seller shall pay TICF the amounts specified in the paragraph of the Master Agreement entitled "Dealer Liability". Seller further unconditionally promises to accept reassignment of the Contract, without recourse against TICF, and to pay TICF, upon demand, the amounts specified in the paragraph of the Master Agreement entitled "Dealer Liability". Seller shall be liable for these amounts even if a waiver, compromise, settlement, or variation of the terms of the Contract releases the Buyer from its obligations under the Contract. Seller waives notice of acceptance of this guarantee, assignment, and notice of non-payment and non-performance, and any other notices required by law and waives all counterclaims.

The provisions of this Assignment shall be binding on the heirs, representatives, successors, and assigns of Seller and shall inure to the benefit of the successors and assigns of TICF. The endorsement by Seller of one of the paragraphs below constitutes Seller's agreement to the terms of that paragraph and to the warranties, representations, covenants, and other obligations of Seller set forth above and in the Master Agreement.

13011 (06/18)

### Cascase-90-340341Claborcemetrites 8621024718d iDescent and Dalastash Page 66 4665 67

**FULL RECOURSE ASSIGNMENT**: In addition to the obligations of Seller set forth above and in the Master Agreement, Seller unconditionally guarantees that if any payment specified to be made by Buyer is not made when due, by acceleration or otherwise, Seller will pay to TICF, upon notice or demand, the full amount due on the Contract, and all other losses and expenses incurred by TICF.

Seller:	
Ву:	Title:
Seller unconditionally guarantee	<b>IENT</b> : In addition to the obligations of Seller set forth above and in the Master Agreement, that if any payment specified to be made by Buyer is not made when due, by acceleration or upon notice or demand all losses and expenses incurred by TICF and% of the unpaid
Seller:	
Ву:	Title:
agrees to repurchase the Contris in default; provided, that at of \$3300.00 (advance guaran obligation, and in such event, the by the terms of the Agreement in	conditionally guarantees payment of the full amount remaining unpaid under the Contract, and it from TICF, upon demand, for the full amount then unpaid regardless of whether the contract ne time of any such demand by TICF, Seller may, at his election, pay to TICF the sum and \$0.00 (residual guaranty) in consideration of being released from such guaranty as Assignment of the Contract is without recourse against Seller, except as otherwise provided effect at the time this Assignment becomes effective.
Seller: Vesco Industrial Truck	of Hickory, Inc.
By: Chall	Title: CFO
agrees to repurchase the Contri is in default.	ditionally guarantees payment of the full amount remaining unpaid under the Contract and t from TICF, upon demand, for the full amount then unpaid regardless of whether the Contract
Seller:	
By:	Title:

				EXHIB	BIT 'N'
UCC FINANCING STATEMEN	II.				
FOLLOW INSTRUCTIONS A. NAME & PHONE OF CONTACT AT FILER (o		<u> </u>			
Name: Wolters Kluwer Lien Solutions Phon B. E-MAIL CONTACT AT FILER (optional)	ne: 800-331-3282 Fax: 818-662-414	1			
uccfilingreturn@wolterskluwer.com  C. SEND ACKNOWLEDGMENT TO: (Name and	Address) 10288 - Toyota Industries	$\dashv$			
Lien Solutions	74722410				
P.O. Box 29071	DEDE				
Glendale, CA 91209-9071	DEDE I				
File with: Secretar	y of State, DE	THE AE	BOVE SPACE IS F	OR FILING OFFICE U	SE ONLY
. DEBTOR'S NAME: Provide only one Debtor na	me (1a or 1b) (use exact, full name; do not on			,. , , ,	
name will not fit in line 1b, leave all of item 1 blank, of 1a. ORGANIZATION'S NAME	neck here	btor information in item	TO OF the Financing St	atement Addendum (Form	OCCTA0)
CORE SCIENTIFIC, INC.  1b, INDIVIDUAL'S SURNAME	FIRST PERSON	JAI NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
IB, INDIVIDUAL 3 GUITTANIE	TINOTTEROOF	VAL IVANIL	Abbine	NAL NAME(O)/INTIAL(O)	GOTTIX
c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
2800 NORTHUP WAY STE 220  DEBTOR'S NAME: Provide only one Debtor na	me (2a or 2b) (use exact, full name; do not on		WA	98004	USA
2b. INDIVIDUAL'S SURNAME 2c. MAILING ADDRESS	FIRST PERSON	NAL NAME	STATE	NAL NAME(S)/INITIAL(S)  POSTAL CODE	COUNTRY
S. SECURED PARTY'S NAME (or NAME of ASS	·	rovide only <u>one</u> Secure	ed Party name (3a or 3	b)	
TOYOTA INDUSTRIES COMMER  3b. INDIVIDUAL'S SURNAME	FIRST PERSO	NAL NAME	ADDITIO	DNAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS P.O. Box 9050	CITY Dallas		STATE	POSTAL CODE 75019-9050	COUNTRY
COLLATERAL: This financing statement covers the is the intent of the parties that the transacte owner of the property described herein.	e following collateral: tion referenced herin constitutes a tr		y designated as th	ne secured party in Ite	em 3 above is
TWO(2) JLG FORKLIFT MODEL #3246ES	,				
SERIAL #M200031706, M200031707					
Check only if applicable and check only one box: C	ollateral is held in a Trust (see UCC1Ad,	item 17 and Instruction	ns) being administe	red by a Decedent's Perso	onal Representativ
a. Check <u>only</u> if applicable and check <u>only</u> one box				if applicable and check or	
Public-Finance Transaction Manufa  . ALTERNATIVE DESIGNATION (if applicable):	ctured-Home Transaction A Debtor  Lessee/Lessor Consignee/Cons	is a Transmitting Uti <b>l</b> ity		tural Lien Non-UC	C Filing ensee/Licensor
ALTERNATIVE DEGIGNATION (II applicable):	Lessee/Lessoi Consignee/Cons	ianoi 🗌 pellet	льчусі ∐ва	Incorpanion Trice	,11300/LIU0113UI
OPTIONAL FILER REFERENCE DATA:					



☐ The Monthly Payment includes the Maintenance Payment.

☐ The Monthly Payment does not include the Maintenance Payment.

### EQUIPMENT SCHEDULE TO MASTER LEASE AGREEMENT - EQUIPMENT



SCHEDULE DATE: 03/19/2020 EQUIPMENT SCHEDULE NO. 8 This Equipment Schedule is executed pursuant to, and incorporates by reference the terms and conditions of that certain Master Lease Agreement - Equipment, dated as of 01/22/2020 (the "Master Lease Agreement"), between Vesco Industrial Trucks of Hickory, Inc. and CORE ("Lessee"), and the items of equipment described below constitute the "Equipment" referred to in Section 1 SCIENTIFIC, INC ("Lessee"), and the items of equipment described below constitute the "Equipment" referred to in Section 1 thereof. This Equipment Schedule incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease between Vesco Industrial Trucks of Hickory, Inc. ("Lessor") and Lessee; and is hereinafter sometimes referred to as the "Lease". Capitalized terms used herein without definition shall have the meaning given them in the Master Lease Agreement. BELLEVUE 98004-1440 (ZIP CODE) 2800 NORTHUP WAY STE 220 Billing Address: (City) 28905 Cherokee NO Equipment Location: 155 Palmer Ln ZIP CODE Type of Operating Conditions: Clean

•	<del></del>					
ĺ		, PER	RITEM OF EQUIPMENT			
	Lease Term (in months)		Monthly Payment (includes the Lease Payment but not applicable taxes)		Allowed Annual Operating Hours	Overtime Usage Fee (per hour)
1	64		519.35	0.00	2000	0.00

		EQUIPMENT DESCRIPTION	
Number of Units	Make	Model	New/Used
1	Toyota	7FBCU15	New
Serial Numbers		Attachments	
70550		1 IBC GT-18-85-17, 1 IBC 18BD-0	700-C3

1. TERM AND RENT. The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lessee shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date. In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment amount or the maximum amount allowable under applicable law. If any Lease Payment made by Lessee is returned due to non-sufficient funds, Lessee shall pay a returned payment fee.

Lessee acknowledges that Toyots Industries Commercial Finance, Inc. ("TICF") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TiCF's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity (the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or after any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TICF.

- 2. HOLDOVER. If Lessee fails to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the pro rata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TICF.
- 3. REDELIVERY. Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TICF. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause; (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and
- 4. RETURN CONDITIONS. Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components, attachments, or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped components, attachments, or accessories perform all of their required functions. In



addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; (b) an operational horn, parking brake, and lights; and, if applicable, (c) a battery of equal or better specifications than the original, which battery must be in good working condition, provide 80% of rated capacity, be free of defective cells and have no obvious signs of abuse (abuse includes but is not limited to, signs of overcharging, overwatering and evidence of severe corrosion). If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to place the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

- 5. MAINTENANCE RECORDS. If requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state, and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges, and other related costs necessary to cause such Equipment to be in full compliance with the terms of the Lesse.
- 6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above, if the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, based on the data reflected in the Equipment's hour meter or other similar mechanical device, Lessee will be billed the Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours, Lessee will pay such bill within thirty (30) days of receipt thereof, in the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) months period, or, if such pariod is less than three (3) months, then during such lesser period. Lessee agrees that the Equipment will not be used for personal, family, or household purposes, or for farming or agricultural operations. Lessee will keep the Equipment in a covered area when not in use, Lessee shall only allow operation of the Equipment by competent, fully-trained-in use employees or contractors of Lessee, Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all Manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

LESSOR;	Vesco Industrial Trucks of Hickory, Inc.	LESSEE;	CORE SCIENTIFIC, INC
Ву;	Ck Kendh	Ву:	Barnona
Name;	Chris Rendlemm	Name:	Ohristy Barwick
Title:	CFO	Title:	TREASURER
Address:	525 17th ST NW	Address:	2800 NORTHUP WAY STE 220,
	Hickory, NC 28601-3347		BELLEVUE, WA 98004-1440

### NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION AGREEMENT FOR EQUIPMENT SCHEDULE



CORE SCIENTIFIC, INC ("Lesse") hereby acknowledges that Vesco Industrial Trucks of Hickory, Inc. ("Lessor") has assigned to Toyota Industries Commercial Finance, Inc. ("TICF"), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 8 dated as of 03/19/2020 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated as of 01/22/2020 (the "Master Lease Agreement, constitutes a separate instrument of lease and is hereinafter collectively referred to as the "Lease". The assignment acknowledged herein includes, but is not limited to, all of Lessor's rights to be paid all Lease Payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related to the Schedule) and purchase option. Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule), and purchase option are now to be made directly to TICF at the following address, unless otherwise specified by TICF:

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC. PO BOX 660926 DALLAS, TX 75266-0926

Lea Fontenot

Contract Analyst

Name:

Title:

The assignment in no way affects the Lessor's obligations, if any, under the Lesso (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the Lease Payments and other sums under the Lease is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses, or counterclaims with regard to the Equipment, the Lease, or the obligations to make payments thereunder.

Maintenance Collection. To the extent that: (a) Lessee has indicated to TICF that it maintains a separate maintenance agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its Lesse Payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"). TICF agrees that it will accept and collect, on behalf of Lessor, the Monthly Payment under the terms and conditions set forth herein. Lessee hereby agrees that it will pay its Monthly Payment to TICF.

Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lessee for the obligations due and owing by Lessee to TICF under the Lease. It is expressly understood that the Maintenance Payments are not Lessee Payments and they are not a payment due under the Lease. Lessee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessee in connection with its agreement to collect and remit Maintenance Payments is to forward the Maintenance Payments received from Lessee to Lessor. Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to waive or alter any term or condition of the Maintenance Agreement. There are no rights conferred to TICF to enforce the terms of the Maintenance Agreement; and (ii) that TICF is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.

LESSOR AND LESSEE HEREBY HOLD TICF HARMLESS AGAINST ANY CLAIM, SUIT, ACTION, PROCEEDING, JUDGMENT, LOSS, LIABILITY, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR BASED UPON: (A) ANY BREACH OF ANY AGREEMENT, REPRESENTATION, OR WARRANTY CONTAINED HEREIN; (B) ANY TAXES, ASSESSMENTS, OR PENALTIES IMPOSED ON TICF BY VIRTUE OF ITS AGREEMENT TO REMIT TO LESSOR THE MAINTENANCE PAYMENTS IT RECEIVES FROM LESSEE; (C) ANY LOSS, DAMAGE, OR MUJURY TO PROPERTY, PERSONS, SERVICES, OR EQUIPMENT RESULTING FROM OR IN CONNECTION WITH THE LESSOR'S OR LESSEE'S FAILURE TO FULLY AND TIMELY COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS RELATING TO THE LEASE OR MAINTENANCE AGREEMENT,

IN THE EVENT OF ANY CLAIM BY LESSEE THAT THE LESSOR HAS FAILED TO PERFORM ITS MAINTENANCE OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT, LESSEE SHALL PROVIDE WRITTEN NOTICE THEREOF TO LESSOR AND TICF, BUT LESSEE SHALL PURSUE ANY SUCH REMEDIES SOLELY AGAINST LESSOR. LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TO TICF UNDER THE LEASE,

Accepted and Agreed:

LESSOR: Vesco industrial Trucks of Hickory, Inc.

By:

Chris Rendleman

Name:

CFO

Title:

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.:

By:

Lea Fontenot

LESSEE: CORE SCIENTIFIC, INC

By:

Dawwide

Name:

Title:

Title:

Title:

Lea Fontenot

<u>Cassase-20-340341Claborc8metrite5862102F218diberscS151aoin D2/218/129</u>nt Padrea**44 4**D65f 67

### RIDER TO MASTER LEASE AGREEMENT - EQUIPMENT SCHEDULE PURCHASE OPTION



RIDER NO. 1 TO EQUIPMENT SCHEDULE NO. 8 To and part of Equipment Schedule No. 8 dated 03/19/2020 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated 01/22/2020 \_(the "Lease"), each between \_Vesco Industrial Trucks of Hickory, Inc. \_, its successors and assigns ("Lessor"),and CORE SCIENTIFIC, INC , its successors and permitted assigns ("Lessee"). As used herein, the terms "Equipment" and "Lease" shall mean the Equipment and Lease described on the Schedule. The Schedule is hereby amended to add the following thereto: PURCHASE OPTION. Provided that no default has then occurred under the Master Lease Agreement, Lessee shall have the option to purchase the Equipment, upon the expiration of the original Lease Term as defined in the Schedule or any renewal term (if applicable), for a purchase price of \$1.00 per item of Equipment, together with all taxes and charges upon sale. Lessee may elect to exercise the option by giving irrevocable written notice to Lesson not less than thirty (30) days before expiration of the original Lease Term as defined in the Schedule or any renewal term (if applicable). Notwithstanding anything to the contrary set forth in the Schedule, Lessee's obligations to return the Equipment in Safe Operating Condition (Section 4 of the Schedule) shall not be enforced if Lessee has elected to exercise its option to purchase the Equipment. Except as supplemented or amended by this Rider, the terms of the Master Lease Agreement and the Schedule shall remain valid and enforceable. This Rider shall control as to any conflict or inconsistency with any provision of the Master Lease Agreement or the Schedule. Vesco Industrial Trucks of Hickory, Inc. CORE SCIENTIFIC, INC Name:

Title:





EQUIPMENT SCHEDULE NO. 9 SCHEDULE DATE: 03/19/2020 This Equipment Schedule is executed pursuant to, and incorporates by reference the terms and conditions of that certain Master Lease Agreement - Equipment, dated as of 01/22/2020 (the "Master Lease Agreement"), between Vesco Industrial Trucks of Hickory, Inc. SCIENTIFIC, INC ("Lessee"), and the items of equipment described below constitute the "Equipment" referred to in Section 1 thereof. This Equipment Schedule incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease between Vesco Industrial Trucks of Hickory, Inc. ("Lessor") and Lessee; and is hereinafter sometimes referred to as the "Lease". Capitalized terms used herein without definition shall have the meaning given them in the Master Lease Agreement. Lessee confirms that the Equipment has been received, inspected, and determined to be in compliance with all applicable specifications and is hereby accepted for all purposes of the Lease as of 3/20/20 (the "Delivery Date"). 2800 NORTHUP WAY STE 220 98004-1440 Billing Address: BELLEVUE (ZIP COOE) **Equipment Location:** 155 Palmer Ln Marble NC 28905 Cherokee (Sizie (ZIP CODE Type of Operating Conditions: Clean The Monthly Payment includes the Maintenance Payment. The Monthly Payment does not include the Maintenance Payment. PER ITEM OF EQUIPMENT Lease Term. First Payment Due Dale Monthly Payment.... Security Deposit Allowed Annual Overtime Usage (in months) Operating Hours Fee (per hour) 64 884.91 0.00 2000 0.00 **EQUIPMENT DESCRIPTION** Model Number of Units Make New/Used Toyota 05-8F8MK25T New Serial Numbers Attachments 77.7 10081 1 IBC GT40-125-9, 1 IBC 40BD-0700-C3

1. TERM AND RENT. The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lesses shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date. In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the emount of 1/30th of the Lease Payment per day, Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is received more than ten (10) days after its scheduled due date, Lesses shall pay a late charge equal to the lesser of five percent (5%) of the Lease Payment amount or the maximum amount allowable under applicable law. If any Lease Payment made by Lesses is returned due to non-sufficient funds, Lesses shall pay a returned payment fee.

Lessee acknowledges that Toyota Industries Commercial Finance, Inc. ("TICF") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TICF's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity (the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or after any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TICF.

- 2. HOLDOVER. If Lessee fails to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the pro rata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TICF.
- 3. REDELIVERY. Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TiCF. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment property and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.
- 4. RETURN CONDITIONS, Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components, attachments, or accessories; (b) starts under its own power and idles; (c) does not leak all, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped components, attachments, or accessories perform all of their required functions. In

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addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; (b) an operational horn, parking brake, and lights; and, if applicable, (c) a battery of equal or better specifications than the original, which battery must be in good working condition, provide 80% of rated capacity, be free of defective cells and have no obvious signs of abuse (abuse includes but is not limited to, signs of overcharging, overwatering and evidence of severe corrosion). If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to place the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

5. MAINTENANCE RECORDS. If requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state, and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges, and other related costs necessary to cause such Equipment to be in full compliance with the terms of the Lesse.

6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Leasee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operating of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above, if the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, based on the data reflected in the Equipment's hour meter or other similar mechanical device, Lessee will be billed the Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof. In the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) month period, or, if such period is less than three (3) months, then during such lesser period. Lessee agrees that the Equipment will not be used for personal, family, or household purposes, or for farming or agricultural operations. Lessee will keep the Equipment in a covered area when not in use, Lessee shall only allow operation of the Equipment by competent, fully-trained-in employees or contractors of Lessee. Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all Manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

LESSOR:	Vesco Industrial Trucks of Hickory, inc.	LESSEE: CORE SCIENTIFIC, INC
Ву:	( & Kenglin-	By: Charmel
Name:	Chris Kendleman	Name: Christin Barway
Title:	CFO	THE TREASURER
Address:	525 17th ST NW	Address: 2800 NORTHUP WAY STE 220,
	Hickory, NC 28601-3347	BELLEVUE, WA 98004-1440

### NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION AGREEMENT FOR EQUIPMENT SCHEDULE

TOYOTA COMMERCIAL FINANCE

CORE SCIENTIFIC, INC ("Lesse") hereby acknowledges that Vesco Industrial Trucks of Hickory, Inc. ("Lessor") has assigned to Toyota Industries Commercial Finance, Inc. ("TICF"), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 9 dated as of 03/19/2020 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated as of 01/22/2020 (the "Master Lease Agreement"). The Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease and is hereinafter collectively referred to as the "Lease". The assignment acknowledged herein includes, but is not limited to, all of Lessor's rights to be paid all Lease Payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related to the Schedule) and purchase option. Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule), and purchase option are now to be made directly to TICF at the following address, unless otherwise specified by TICF:

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC. PO BOX 660926 DALLAS, TX 75286-0926

The assignment in no way affects the Lessor's obligations, if any, under the Lesso (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the Lesse Payments and other sums under the Lesse is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses, or counterclaims with regard to the Equipment, the Lesse, or the obligations to make payments thereunder.

Maintenance Collection. To the extent that: (a) Lessee has indicated to TICF that it maintains a separate maintenance agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its Lease Payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"), TICF agrees that it will accept and collect, on behalf of Lessor, the Monthly Payment under the terms and conditions set forth herein. Lessee hereby agrees that it will pay its Monthly Payment to TICF.

Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lessee for the obligations due and owing by Lessee to TICF under the Lease. It is expressly understood that the Maintenance Payments are not Lease Payments and they are not a payment due under the Lease. Lessee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessee in connection with its agreement to collect and remit Maintenance Payments is to forward the Maintenance Payments received from Lessee to Lessor. Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to waive or after any term or condition of the Maintenance Agreement. There are no rights conferred to TICF to enforce the terms of the Maintenance Agreement. The parties agree (i) that Lessor shall maintain all right, title, and Interest in and to all payments of the Lessee arising from the Maintenance Agreement, and (ii) that TICF is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.

LESSOR AND LESSEE HEREBY HOLD TICF HARMLESS AGAINST ANY CLAIM, SUIT, ACTION, PROCEEDING, JUDGMENT, LOSS, LIABILITY, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR BASED UPON: (A) ANY BREACH OF ANY AGREEMENT, REPRESENTATION, OR WARRANTY CONTAINED HEREIN; (B) ANY TAXES, ASSESSMENTS, OR PENALTIES IMPOSED ON TICF BY VIRTUE OF ITS AGREEMENT TO REMIT TO LESSOR THE MAINTENANCE PAYMENTS IT RECEIVES FROM LESSEE; (C) ANY LOSS, DAMAGE, OR INJURY TO PROPERTY, PERSONS, SERVICES, OR EQUIPMENT RESULTING FROM OR IN CONNECTION WITH THE LESSOR'S OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT; OR (D) LESSOR'S OR LESSEE'S FAILURE TO FULLY AND TIMELY COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS RELATING TO THE LEASE OR MAINTENANCE AGREEMENT.

IN THE EVENT OF ANY CLAIM BY LESSEE THAT THE LESSOR HAS FAILED TO PERFORM ITS MAINTENANCE OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT, LESSEE SHALL PROVIDE WRITTEN NOTICE THEREOF TO LESSOR AND TICF, BUT LESSEE SHALL PURSUE ANY SUCH REMEDIES SOLELY AGAINST LESSOR, LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TO TICF UNDER THE LEASE.

Accepted and Agreed: LESSOR: Vesco Industrial Trucks of Hickory, inc. LESSEE: CORE SCIENTIFIC, INC By: Name: Name: Title Title: TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.: Valerie Fisher By: Valerie Fisher Name: Contract Analyst Title: 17001 (09/19) Casca 22-320341Cladoc 8 metrites 862102718 di Des SCS 198 a in Dala 8/12-3 t Pagra 48 51.65 67

# RIDER TO MASTER LEASE AGREEMENT - EQUIPMENT SCHEDULE PURCHASE OPTION



RIDER NO. 1 TO EQUIPMENT SCHEDULE NO. 9	
To and part of Equipment Schedule No. 9 dated 03/19/2020 (the "Sche	edule"), executed pursuant to that certain Master Lease Agreement dated
01/22/2020 (the "Lease"), each between Vesco Industrial Trucks of Hi	
CORE SCIENTIFIC, INC, its successor	ors and permitted assigns ("Lessee").
As used herein, the terms "Equipment" and "Lease" shall mean the Equipment and the following thereto:	Lease described on the Schedule. The Schedule is hereby amended to add
PURCHASE OPTION. Provided that no default has then occurred under the Equipment, upon the expiration of the original Lease Term as defined in the \$1.00 per item of Equipment, together with all taxes and charges upon notice to Lessor not less than thirty (30) days before expiration of the original L Notwithstanding anything to the contrary set forth in the Schedule, Lessee's obligations of the Master Lease Agreement and the Schedule shall remain valid and enforced in the Master Lease Agreement or the Schedule.	n sale. Lessee may elect to exercise the option by giving irrevocable writte ease Term as defined in the Schedule or any renewal term (if applicable ations to return the Equipment in Safe Operating Condition (Section 4 of the
Vesco Industrial Trucks of Hickory, Inc. Lessor	CORE SCIENTIFIC, INC Lessee
By: Ch Kendh	By Barwich
Name: Chris Rendleman	Name: Christin - Barrick

CFO

Title:

Title: IREASURER

					EXI	HIBIT 'Q
UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS	•					
A. NAME & PHONE OF CONTACT AT FILER (o		919 662 4141				
Name: Wolters Kluwer Lien Solutions Phor  B. E-MAIL CONTACT AT FILER (optional)  uccfilingreturn@wolterskluwer.com	1e. 600-331-3262 Fax. 6	818-002-4141				
C. SEND ACKNOWLEDGMENT TO: (Name and	Address) 10288 - Toyo	ota Industries				
Lien Solutions	74727	I				
P.O. Box 29071	DEDE					
Glendale, CA 91209-9071	5252	Ī				
File with: Secretar	y of State, DE		THE ABOVE	SPACE IS FO	OR FILING OFFICE US	SE ONLY
1. DEBTOR'S NAME: Provide only one Debtor name will not fit in line 1b, leave all of item 1 blank, cl	<u></u>					
1a. ORGANIZATION'S NAME	and provide t	ne marvidual Deptor i	mornation in term 10 of t	ne i manding ota	tement Addendam (Form C	, , , , , , , , , , , , , , , , , , ,
CORE SCIENTIFIC, INC. OR 1b, INDIVIDUAL'S SURNAME		FIRST PERSONAL N	IAME	ADDITION	NAL NAME(S)/INITIAL(S)	SUFFIX
ID, INDIVIDUAL 3 SUNNAME		TINOTTENSONALN	AWL	Abbinor	VAL IVANIL(O)/INITIAL(O)	GOTTIX
1c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
2800 NORTHUP WAY STE 220  2. DEBTOR'S NAME: Provide only one Debtor nai	me (2a or 2h) (use eyact full i	BELLEVUE	odify or abbreviate any r	WA	98004	USA Individual Debtor's
name will not fit in line 2b, leave all of item 2 blank, cl					tement Addendum (Form L	
2a. ORGANIZATION'S NAME						
OR 2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL N	IAME	ADDITION	NAL NAME(S)/INITIAL(S)	SUFFIX
2c, MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASS	IGNEE of ASSIGNOR SECU	RED PARTY): Provid	le only one Secured Part	ty name (3a or 3b	<u> </u> 	
3a ORGANIZATION'S NAME		· · · · · · · · · · · · · · · · · · ·	· <del></del>		,	
OR 3b, INDIVIDUAL'S SURNAME	CIAL FINANCE, INC	FIRST PERSONAL N	VAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
P.O. Box 9050	fallanda a allatarah	Dallas		TX	75019-9050	USA
4. COLLATERAL: This financing statement covers the It is the intent of the parties that the transact the owner of the property described herein.  ONE (1) TOYOTA FORKLIFT MODEL #05-8FBMK25T SERIAL #10081	tion referenced herin co					
5. Check <u>only</u> if applicable and check <u>only</u> one box: Co	ollateral is held in a Trust	(see UCC1Ad, item	17 and Instructions)	being administer	red by a Decedent's Perso	nal Representative
6a. Check only if applicable and check only one box:					if applicable and check <u>on</u>	_
	ctured-Home Transaction		Transmitting Utility		ural Lien Non-UC	
7. ALTERNATIVE DESIGNATION (if applicable):	Lessee/Lessor   C	Consignee/Consigno	r Seller/Buyer	∟⊔ван	ee/Bailor Lice	nsee/Licensor
8. OPTIONAL FILER REFERENCE DATA:	Ш		<del></del>			



### Cassase-20-340341Claboc8merite5862102F118d iDescara Dalas/129nt Padrase 5865f 67

# EQUIPMENT SCHEDULE TO MASTER LEASE AGREEMENT - EQUIPMENT



**EXHIBIT 'R'** 

**EQUIPMENT SCHEDULE NO. 10** SCHEDULE DATE: 11/01/2021 This Equipment Schedule is executed pursuant to, and incorporates by reference the terms and conditions of that certain Master Lease Agreement - Equipment, (the "Master Lease Agreement"), between Vesco Industrial Trucks of Hickory, Inc. and CORE ("Lessee"), and the items of equipment described below constitute the "Equipment" referred to in Section 1 SCIENTIFIC, INC thereof. This Equipment Schedule incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease between Vesco Industrial Trucks of Hickory, Inc. ("Lessor") and Lessee; and is hereinafter sometimes referred to as the "Lease". Capitalized terms used herein without definition shall have the meaning given them in the Master Lease Agreement. Lessee confirms that the Equipment has been received, inspected, and determined to be in compliance with all applicable specifications and is hereby accepted for all purposes of the Lease as of LL /o -26 -2/ (the "Delivery Date"). 2800 NORTHUP WAY STE 220 **BELLEVUE** WA 98004-1440 **Billing Address:** (County) (ZIP CODE) (Street) (City) (State) 206 Boring Drive Dalton GA 30721 whitfield **Equipment Location:** (ZIP CODE) (City) (State) (Street) (County) Type of Operating Conditions: Clean The Monthly Payment includes the Maintenance Payment. The Monthly Payment does not include the Maintenance Payment. PER ITEM OF EQUIPMENT Lease Term First Payment Due Date Monthly Payment Security Deposit Allowed Annual Overtime Usage (in months) (includes the Lease Payment Operating Hours Fee but not applicable taxes) (per hour) 36 328.45 0.00 500 0.42

		EQUIPMENT DESCRIPTION	
Number of Units	Make	Model	New/Used
1	Aichi	SV1930E	New
Serial Numbers		Attachments	
SV1930E-796237			

1. **TERM AND RENT.** The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lessee shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date. In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the amount of 1/30th of the Lease Payment per day. Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is received more than ten (10) days after its scheduled due date, Lessee shall pay a late charge equal to the lesser of five percent (5%) of the Lease Payment amount or the maximum amount allowable under applicable law. If any Lease Payment made by Lessee is returned due to non-sufficient funds, Lessee shall pay a returned payment fee.

Lessee acknowledges that Toyota Industries Commercial Finance, Inc. ("TICF") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TICF's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity (the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or alter any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TICF.

- 2. HOLDOVER. If Lessee fails to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the pro rata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TICF.
- 3. REDELIVERY. Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TICF. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices
- 4. RETURN CONDITIONS. Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components, attachments, or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped components, attachments, or accessories perform all of their required functions. In





addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; (b) an operational hom, parking brake, and lights; and, if applicable, (c) a battery of equal or better specifications than the original, which battery must be in good working condition, provide 80% of rated capacity, be free of defective cells and have no obvious signs of abuse (abuse includes but is not limited to, signs of overcharging, overwatering and evidence of severe corrosion). If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to place the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

- 5. MAINTENANCE RECORDS. If requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state, and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges, and other related costs necessary to cause such Equipment to be in full compliance with the terms of the Lease.
- 6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above. If the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, based on the data reflected in the Equipment's hour meter or other similar mechanical device, Lessee will be billed the Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof. In the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) month period, or, if such period is less than three (3) months, then during such lesser period. Lessee agrees that the Equipment will not be used for personal, family, or household purposes, or for farming or agricultural operations. Lessee will keep the Equipment in a covered area when not in use. Lessee shall only allow operation of the Equipment by competent, fully-trained-in use employees or contractors of Lessee. Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all Manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

LESSOR:	Vesco Industrial Trucks of Hickory, Inc.	LESSEE:	CORE SCIENTIFIC, INC Lesa Lamberson
Ву:	(I Kent	Ву:	Lisa Lamberson
Name:	Chris Rendleman	Name:	Lesa Lamberson
Title:	CFO	Title:	Puchasing Manager
Address:	525 17th ST NW	Address:	2800 NORTHUP WAY STE 220,
	Hickory, NC 28601-3347	•	BELLEVUE, WA 98004-1440

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COMM	FRCIA	FINA	MCE

IT SCHEDULE COMMERCIAL FINANCE
Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lessee for the obligations due and owing by Lessee to TICF under the Lease. It is expressly understood that the Maintenance Payments are not Lease Payments and they are not a payment due under the Lease. Lessee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessee in connection with its agreement to collect and remit Maintenance Payments is to forward the Maintenance Payments received from Lessee to Lessor. Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to walve or alter any term or condition of the Maintenance Agreement. There are no rights conferred to TICF to enforce the terms of the Maintenance Agreement. The parties agree (i) that Lessor shall maintain all right, title, and interest in and to all payments of the Lessee arising from the Maintenance Agreement, and (ii) that TICF is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.  LESSOR AND LESSEE HEREBY HOLD TICF HARMLESS AGAINST ANY CLAIM, SUIT, ACTION, PROCEEDING, JUDGMENT, LOSS, LIABILITY, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR BASED UPON: (A) ANY BREACH OF ANY AGREEMENT, REPRESENTATION, OR WARRANTY; CONTAINED HEREIN; (B) ANY TAXES, ASSESMENTS, OR PENALTIES IMPOSED ON TICF BY VIRTUE OF ITS AGREEMENT TO REMIT TO LESSOR, OR EQUIPMENT RESULTING FROM OR IN CONNECTION SELATIONS UNDER THE MAINTENANCE AGREEMENT, RESULTING FROM OR IN CONNECTION SE
LESSEE: CORE SCIENTIFIC, INC
By: Lesa Lamberson
Name:
Title: Purchasing Manager

Title:

### 



# RIDER TO MASTER LEASE AGREEMENT - EQUIPMENT SCHEDULE PURCHASE OPTION



RIDER NO. 2 TO EQUIPMENT SCHEDULE NO.	<u>10</u>		
To and part of Equipment Schedule No. 10	dated 09/10/2021 (the "Schedu	ule"), executed pursuant to that certain	n Master Lease Agreement dated
(the "Lease"), each between	Vesco Industrial Trucks of Hick	ory, Inc, its success	sors and assigns (" <u>Lessor</u> "),and
CORE SCIENTIFIC, INC	, its successors	s and permitted assigns (" <u>Lessee</u> ").	
As used herein, the terms "Equipment" and "Lease" s the following thereto:	shall mean the Equipment and Le	ease described on the Schedule. The	Schedule is hereby amended to add
PURCHASE OPTION. Provided that no default Equipment, upon the expiration of the original Le \$3,120.00 per item of Equipment, toget written notice to Lessor not less than thirty (30) days Notwithstanding anything to the contrary set forth in Schedule) shall not be enforced if Lessee has electe terms of the Master Lease Agreement and the Scheprovision of the Master Lease Agreement or the Scheprovision of the Original Lease Agreement and the Scheprovision of the Master Lease Agreement or the Master Lease	ease Term as defined in the state with all taxes and charges to before expiration of the original the Schedule, Lessee's obligating to exercise its option to purchadule shall remain valid and enfor	Schedule or any renewal term (if upon sale. Lessee may elect to exe Lease Term as defined in the Schedulons to return the Equipment in Safe ase the Equipment. Except as supple	applicable), for a purchase price of rcise the option by giving irrevocable ule or any renewal term (if applicable). Operating Condition (Section 4 of the mented or amended by this Rider, the
			÷
			. "
Vesco Industrial Trucks of Hickory, Inc.	-	CORE SCIENTIFIC, INC	111111111111111111111111111111111111111
Lessor A Rull		Lessee	Lesa Lamberson
By:		By:	
Name: Wris Ki-dilina.	<u> </u>	Name: Lesa Lamberson	

Title: Puchase Manager

CFO: 1 To a second control of the co

					EXH	BIT 'S'
UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS	Ī					
A. NAME & PHONE OF CONTACT AT FILER (op Name: Wolters Kluwer Lien Solutions Phon		818-662-4141				
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com						
C. SEND ACKNOWLEDGMENT TO: (Name and	Address) 10288 - Toyo	ota Industries				
Lien Solutions	83285	5037				
P.O. Box 29071 Glendale, CA 91209-9071	DEDE	Ξ				
Gleridale, CA 91209-9071		1				
File with: Secretary					OR FILING OFFICE U	
I. DEBTOR'S NAME: Provide only one Debtor name will not fit in line 1b, leave all of item 1 blank, ch	· <u></u>		•	•		
1a. ORGANIZATION'S NAME CORE SCIENTIFIC, INC.					<u>·</u>	<u> </u>
Tb. INDIVIDUAL'S SURNAME		FIRST PERSONAL NA	ME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
1c, MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
2800 NORTHUP WAY STE 220		BELLEVUE		DE	98004	USA
P. DEBTOR'S NAME: Provide only one Debtor name will not fit in line 2b, leave all of item 2 blank, ch				•	's name); if any part of the atement Addendum (Form	
2a. ORGANIZATION'S NAME	leck fiele	ine marvidual Debior in	Iomation in term 10 or	the i mancing of	Rement Addendam (Form	
R 2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NA	ME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
Cc. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
. SECURED PARTY'S NAME (or NAME of ASS	IGNEE of ASSIGNOR SECU	RED PARTY): Provide	only one Secured Pa	irty name (3a or 3	<u> </u> 	
3a, ORGANIZATION'S NAME TOYOTA INDUSTRIES COMMER	CIAL FINANCE INC					
OR 3b. INDIVIDUAL'S SURNAME	0,7,2,1,11,110,2,1110	FIRST PERSONAL NA	AME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
P.O. Box 9050  COLLATERAL: This financing statement covers the	following a Hotomak	Dallas		TX	75019-9050	USA
t is the intent of the parties that the transact the owner of the property described herein. DNE (1) AICHI SV1930E-796237	ion referenced herin co					
. Check <u>only</u> if applicable and check <u>only</u> one box: Co	lateral is held in a Trust	(see UCC1Ad, item 1	7 and Instructions)	being administer	red by a Decedent's Pers	onal Representativ
a. Check <u>only</u> if applicable and check <u>only</u> one box:				6b. Check only	if applicable and check o	nly one box:
	tured-Home Transaction		ansmitting Utility			CC Filing
. ALTERNATIVE DESIGNATION (if applicable): OPTIONAL FILER REFERENCE DATA:	Lessee/Lessor (	Consignee/Consignor	Seller/Buye	a ∐Bai	ee/Bailor Lice	ensee/Licensor
010717				Re	tail	



**EXHIBIT 'T'** 

EQUIPMENT SCHEDULE NO. <u>1</u>	1			SCHEDULE D	ATE: <u>09/10/2021</u>
dated as of 02/28/2020 SCIENTIFIC, INC hereof. This Equipment Schedul ease between Vesco Industrial 'Lease". Capitalized terms used h Lessee confirms that the Equipment		(), between Vesco Industrial True items of equipment described terms and conditions of the Mas ("Lessor") and the meaning given them in the N and determined to be in complial	cks of Hickory, Inc below constitute th ster Lease Agreeme I Lessee; and is he faster Lease Agreem	e " <u>Equipment</u> " refe ent, constitutes a se ereinafter sometime nent.	and CORE rred to in Section 1 parate instrument of s referred to as the
Billing Address:	2800 NORTHUP WAY STE	220 BELLI	EVUE W	VA 98004-14	40
	(Street)	(C	ity) (St	ate) (ZIP CODE	(County)
Equipment Location:	206 Bonng Drive	Dal	lton G	A 30721	Whitfield
	(Street)	(C	ity) (St	ate) (ZIP CODE	(County)
	es the Maintenance Payment. not include the Maintenance Paym	a na garaga ngangan na nana anang mana na ngana na nangana kanaha di didaka da didak di da didak di da didak d			
	PE	RITEM OF EQUIPMENT			
Lease Term (in months)	First Payment Due Date	Monthly Payment	Security Deposit	Allowed Annual Operating Hours	Overtime Usage Fee (per hour)
하는 경기를 가지 않았다. 그리는 그 전에 하고 얼마나 그리	■ 1. 下面 一、一、一个工具的工作的工具的工作器、工具的工作器、工具的工作器、工具的工作器、工具、工具、工具、工具、工具、工具、工具、工具、工具、工具、工具、工具、工具、				Carrier and the second second section in the section in the second section in the section in the second section in the section

		EQUIPMENT DESCRIPTION	
Number of Units	Make	Model	New/Used
2	Aichi	SV1932E	New
Serial Numbers		Attachments	
SV1932E-801917, S\	/1932E-801927		

1. TERM AND RENT. The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lessee shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date. In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the amount of 1/30th of the Lease Payment per day. Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is received more than ten (10) days after its scheduled due date, Lessee shall pay a late charge equal to the lesser of five percent (5%) of the Lease Payment amount or the maximum amount allowable under applicable law. If any Lease Payment made by Lessee is returned due to non-sufficient funds, Lessee shall pay a returned payment fee.

Lessee acknowledges that Toyota Industries Commercial Finance, Inc. ("TICF") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TICF's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity (the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or alter any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TICF.

- 2. HOLDOVER. If Lessee fails to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the pro rata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TICF.
- 3. REDELIVERY. Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TICF. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.
- 4. RETURN CONDITIONS. Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components, attachments, or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped components, attachments, or accessories perform all of their required functions. In





addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; (b) an operational horn, parking brake, and lights; and, if applicable, (c) a battery of equal or better specifications than the original, which battery must be in good working condition, provide 80% of rated capacity, be free of defective cells and have no obvious signs of abuse (abuse includes but is not limited to, signs of overcharging, overwatering and evidence of severe corrosion). If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to place the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

- 5. MAINTENANCE RECORDS. If requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state, and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges, and other related costs necessary to cause such Equipment to be in full compliance with the terms of the Lease.
- 6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above. If the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, based on the data reflected in the Equipment's hour meter or other similar mechanical device, Lessee will be billed the Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof. In the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) month period, or, if such period is less than three (3) months, then during such lesser period. Lessee agrees that the Equipment will not be used for personal, family, or household purposes, or for farming or agricultural operations. Lessee will keep the Equipment in a covered area when not in use. Lessee shall only allow operation of the Equipment by competent, fully-trained-in use employees or contractors of Lessee. Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all Manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

LESSOR: By:	Vesco Industrial Micks of Hickory, Inc.	LESSEE: By:	CORE SCIENTIFIC, INC	Lesa Las	nberson
Name:	Chris Rendlemon	Name:	Lesa Lamberson		
Title:	CF1	_ Title:	Puchase Manager	•	
Address:	525 17th ST NW	_ Address:	2800 NORTHUP WAY ST	E 220,	
	Hickory, NC 28601-3347	_	BELLEVUE, WA 98004-1	1440	1
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					$(x_1, x_2, \dots, x_n) \in \mathcal{A}$
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NOTICE OF ASSIGNMENT AND MAINT	FENANCE COLLECTION AGREEMENT  TOYOTA
FOR EQUIPME	
CORE SCIENTIFIC, INC ("Lessee") hereby acknowledges that Vesco	Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance
Industrial Trucks of Hickory, Inc. ("Lessor") has assigned to Toyota	Payment portion of the Monthly Payment to Lessor or such other servicing
Industries Commercial Finance, Inc. ("TICF"), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 10 dated as	entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to
of 09/10/2021 (the "Schedule"), executed pursuant to that certain	TICF, which the parties acknowledge may be consolidated with TICF's billing
Master Lease Agreement dated as of(the "Master Lease	of Lessee for the obligations due and owing by Lessee to TICF under the
Agreement"). The Schedule, incorporating by reference the terms and	Lease. It is expressly understood that the Maintenance Payments are not
conditions of the Master Lease Agreement, constitutes a separate instrument of lease and is hereinafter collectively referred to as the "Lease". The	Lease Payments and they are not a payment due under the Lease. Lessee acknowledges that TICF is not providing any maintenance services to
assignment acknowledged herein includes, but is not limited to, all of Lessor's	Lessee and is furthermore not responsible for any obligations of the
rights to be paid all Lease Payments and other sums due and to become due	Lessor under the Maintenance Agreement. TICF's only obligation to
under the Lease and, if applicable, the guarantee(s) (solely to the extent related to the Schedule) and purchase option. Accordingly, all payments due	Lessee in connection with its agreement to collect and remit Maintenance Payments is to forward the Maintenance Payments
under the Lease, guarantee(s) (solely to the extent related to the Schedule),	received from Lessee to Lessor. Neither TICF nor any employee of TICF
and purchase option are now to be made directly to TICF at the	is an agent of the Lessor and they are not authorized to waive or alter
following address, unless otherwise specified by TICF:	any term or condition of the Maintenance Agreement. There are no rights
TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.	conferred to TICF to enforce the terms of the Maintenance Agreement. The parties agree (i) that Lessor shall maintain all right, title, and interest in and to
PO BOX 660926	all payments of the Lessee arising from the Maintenance Agreement; and (ii)
DALLAS, TX 75266-0926	that TICF is authorized to apply, in its sole discretion, the Lessee's payment to
The assignment in no way affects the Lessor's obligations, if any, under	any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.
the Lease (or any related maintenance agreement), as the Lessor	The state of the s
remains obligated to perform those obligations.	LESSOR AND LESSEE HEREBY HOLD TICF HARMLESS AGAINST ANY
This Notice further confirms that all the Equipment described in the Schedule	CLAIM, SUIT, ACTION, PROCEEDING, JUDGMENT, LOSS, LIABILITY, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND
has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the Lease Payments and other sums under	COSTS) ARISING OUT OF OR BASED UPON: (A) ANY
the Lease is absolute and unconditional. The Lessee further confirms that it	BREACH OF ANY AGREEMENT, REPRESENTATION, OR WARRANTY;
has no offsets, defenses, or counterclaims with regard to the Equipment, the	CONTAINED HEREIN; (B) ANY TAXES, ASSESSMENTS, OR PENALTIES IMPOSED ON TICF BY VIRTUE OF ITS AGREEMENT TO REMIT TO
Lease, or the obligations to make payments thereunder.	LESSOR THE MAINTENANCE PAYMENTS IT RECEIVES FROM LESSEE;
Maintenance Collection. To the extent that: (a) Lessee has indicated to TICF	(C) ANY LOSS, DAMAGE, OR INJURY TO PROPERTY, PERSONS,
that it maintains a separate maintenance agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other	SERVICES, OR EQUIPMENT RESULTING FROM OR IN CONNECTION WITH THE LESSOR'S OBLIGATIONS UNDER THE MAINTENANCE
servicing entity designated by Lessor on Lessee's behalf (the "Maintenance	AGREEMENT; OR (D) LESSOR'S OR LESSEE'S FAILURE TO FULLY AND
Agreement*): and (b) Lessee has requested that it be allowed to make its	TIMELY COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS
Lease Payments along with the payments due under the Maintenance	RELATING TO THE LEASE OR MAINTENANCE AGREEMENT.
Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"), TICF agrees that it will accept and collect, on behalf of	IN THE EVENT OF ANY CLAIM BY LESSEE THAT THE LESSOR HAS
lessor, the Monthly Payment under the terms and conditions set forth herein.	FAILED TO PERFORM ITS MAINTENANCE OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT, LESSEE SHALL PROVIDE WRITTEN
Lessee hereby agrees that it will pay its Monthly Payment to TICF.	NOTICE THEREOF TO LESSOR AND TICF, BUT LESSEE SHALL
	PURSUE ANY SUCH REMEDIES SOLELY AGAINST LESSOR. LESSEE
THE CONTROL OF THE CO	RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE
	MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS
with the second	OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TO TICF
	UNDER THE LEASE.
Accepted and Agreed:	
And other and a Greek	
LESSOR: Vesgo Industrial Trucks of Hickory, Inc.	LESSEE: CORE SCIENTIFIC, INC
( b. kl. the	By Lesa Lamberson
By: $\frac{C}{C}$	· ·
Name: Chris Kendleman	Name: Lesa Lamberson
Title: CFO	Title: Puchase Manager
TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.	

By: Name: Title: Case 22-20-301341Cladoc 8 m offite 186210 27-186 d i D of 505 191 and D 2012 18/12-3 nt Page 58 61.65 67



# RIDER TO MASTER LEASE AGREEMENT - EQUIPMENT SCHEDULE PURCHASE OPTION



RIDER NO. 1 TO ENGIFIER TO SCILLDOLL NO. 10	
To and part of Equipment Schedule No. 10 dated 09/10/2021 (the "Schedule"	), executed pursuant to that certain Master Lease Agreement dated
(the "Lease"), each between Vesco Industrial Trucks of Hickory	, Inc, its successors and assigns ("Lessor"), and
CORE SCIENTIFIC, INC , its successors a	nd permitted assigns (" <u>Lessee</u> ").
As used herein, the terms "Equipment" and "Lease" shall mean the Equipment and Lease the following thereto:	se described on the Schedule. The Schedule is hereby amended to add
PURCHASE OPTION. Provided that no default has then occurred under the Materian Lease Term as defined in the Sci \$3,120.00 per item of Equipment, together with all taxes and charges up written notice to Lessor not less than thirty (30) days before expiration of the original Le Notwithstanding anything to the contrary set forth in the Schedule, Lessee's obligation Schedule) shall not be enforced if Lessee has elected to exercise its option to purchase terms of the Master Lease Agreement and the Schedule shall remain valid and enforce provision of the Master Lease Agreement or the Schedule.	hedule or any renewal term (if applicable), for a purchase price of on sale. Lessee may elect to exercise the option by giving irrevocable rease Term as defined in the Schedule or any renewal term (if applicable), as to return the Equipment in Safe Operating Condition (Section 4 of the efficiency of
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	e Militaria
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•	
Vesco Industrial Trucks of Hickory, Inc.	CORE SCIENTIFIC, INC
Lesson	
Dr. 1 / Kerolli	By: Lesa Lamberson
Nome: Chris Redlinge	Name: Lesa Lamberson
Name: Control Report (MG)	Title: Purchasing Manager





QUIPMENT SCHEDU	ILE NO. <u>12</u>					S	CHEDULE DAT	E 11/05/2021
ated as of 01/22/202 CIENTIFIC, INC. nereof. This Equipmer hase between Vesco _ease*. Capitalized tel	nt Schedule Industrial T ms used he	the "Master Lease ("Less Incorporating by i rucks of Hickory, " prein without definit	Agreement See"), and reference inc.	ent"), between Vesc the items of equipr the terms and conditions have the meaning give	terms and conditions of o Industrial Trucks of I- nent described below coions of the Master Lease, ("Lessor") and Lessee, an them in the Master Lease to be in compliance with	ickory, Inc. constitute the "Equi e Agreement, con and is hereinaft ase Agreement.	i <u>pment"</u> referre stitutes a sepa er sometimes i	and CORE of to in Section 1 rate instrument of referred to as the
or all purposes of the L	ease as of		8711 (1	Delivery Date").	Please date and initia	al here		,,
Billing Address:		2800 NORTH	UP WAY	STE 220	BELLEVUE	WA:	98004-1440	
willing France Cook			(Street)		(City)	(State)	(ZIP CODE)	(County)
iquipment Location:		56011	1thAVE S	3.	Grand Forks	NV	58201	Grand Forks
quipment Location			(Street)	<del></del>	(City)	(State)	(ZIP CODE)	(County)
The Monthly Paymond The Monthly Paymond			enance Pa	ayment. PER ITEM OF EC	QUIPMENT			
ease Term in months)		First Payment Due	Date		Palymeint Securit the Locanase Paym etax e : 5)		gt to urs F	vetime Usage i ee per hour)
36		,		344.12	0.00	500	C	).43
			E	QUIPMENT DES	CRIPTION			
Number of Units	Make		Mo	odel		New/U	Jsed	
1	Aichi	Service (1) Servic	SV	/1932E	4.0 (a.) 1. (1990 C.) (19-20 (17 a.) (19-20 (17 a.)	New	Company of the St. Company of th	THE STATE SERVICES AND THE
Serial Numbers				2.7.20M	Attachments			
SV1932E-808761, S	V1932E-808	3764, SV1932E-80	8763,					

1. TERM AND RENT. The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lessee shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable her eunder each month on the same day) of the month as in the First Payment Due Date. In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the amount of 1/30th of the Lease Payment per day. Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is received more than ten (10) days after its scheduled due date, Lessee shall pay a late charge equal to the lesser of five percent (5%) of the Lease Payment amount or the maximum amount allowable under applicable law. If any Lease Payment made by Lessee is returned due to non-sufficient funds, Lessee shall pay a returned payment fee.

SV1932E-808762

Lessee acknowledges that Toyota Industries Commercial Finance, Inc. ("TICF") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TICF's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity (the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or alter any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TICF.

- 2 HOLDOVER. If Lessee fails to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month-lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the pro rata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TICF.
- 3. REDELIVERY. Upon the termination of expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TICF. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.
- 4. RETURN CONDITIONS. Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components, attachments, or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers,





and tilts normally and without hydraulic oil leaks; and (h) any equipped components, attachments, or accessories perform all of their required functions. In addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; (b) an operational horn, parking brake, and lights; and, if applicable, (c) a battery of equal or better specifications than the original, which battery must be in good working condition, provide 80% of rated capacity, be free of defective cells and have no obvious signs of abuse (abuse includes but is not limited to, signs of overcharging, overwatering and evidence of severe corrosion). If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to place the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

5. MAINTENANCE RECORDS. If requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state, and local laws, and health and safety guide lines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges, and other related costs necessary to cause such Equipment to be in full compliance with the terms of the Lease.

6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above. If the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, based on the data reflected in the Equipment's hour meter or other similar mechanical device, Lessee will be billed the Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof. In the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) month period, or, if such period is less than three (3) months, then during such lesser period. Lessee agrees that the Equipment will not be used for personal, family, or household purposes, or for farming or agricultural operations. Lessee will keep the Equipment in a covered area when not in use Lessee shall only allow operation of the Equipment by competent, fully-trained-in use employees or contractors of Lessee. Lessee agrees to only operate that the Equipment is operated with all Manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

By: Name: Title:	Vesco Industrial Trucks of Hick	ory, Inc.	LESSEE:	CORE SCIENTIFIC, INC.	sa Lamberson
Ву:	Ch / Chill		(Bÿ)		
Name:	Chris Rend	lenar	Name:	Lesa Lamberson	
Title:	CFO	<u> </u>	Title:		Purchasing Manager
Address:	525 17thSTNW		Address:	2800 NORTHUP WAY STE 220,	
	Hickory, NC 28601-3347		· · · · · · · · · · · · · · · · · · ·	BELLEVUE, WA 98004-1440	

### NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION AGREEMENT FOR EQUIPMENT SCHEDULE

**TOYOTA** 

CORE SCIENTIFIC, INC. ("Lessee") hereby acknowledges that
Vesco Industrial Trucks of Hickory, Inc. ("Lessor") has assigned to
Toyota Industries Commercial Finance, Inc. ("TICF"), all of its rights (but none
of its obligations) under that certain Equipment Schedule No. 12
dated as of 11/05/2021 (the "Schedule"), executed pursuant to that
certain Master Lease Agreement dated as of 01/22/2020 (the "Master
Lease Agreement"). The Schedule, incorporating by reference the terms and
conditions of the Master Lease Agreement, constitutes a separate instrument
of lease and is hereinafter collectively referred to as the "Lease". The
assignment acknowledged herein includes, but is not limited to, all of Lessor's
rights to be paid all Lease Payments and other sums due and to become due
under the Lease and, if applicable, the guarantee(s) (solely to the extent
related to the Schedule) and purchase option. Accordingly, all payments due
under the Lease, guarantee(s) (solely to the extent related to the Schedule),
and purchase option are now to be made directly to TICF at the
following address, unless otherwise specified by TICF:

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC. PO BOX 66<sup>0</sup>926 DALLAS, TX 75266-0926

The assignment in no way affects the Lessor's obligations, if any, under the Lease (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the Lease Payments and other sums under the Lease is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses, or counterclaims with regard to the Equipment, the Lease, or the obligations to make payments thereunder.

Maintenance Collection.To the extent that: (a) Lessee has indicated to TICF that it maintains a separate maintenance agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its Lesse Payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"). TICF agrees that it will accept and collect, on behalf of Lessor, the Monthly Payment under the terms and conditions set forth herein. Lessee hereby agrees that it will pay its Monthly Payment to TICF.

Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lessee for the obligations due and owing by Lessee to TICF under the Lease. It is expressly understood that the Maintenance Payments are not Lease Payments and they are not a payment due under the Lease. Lessee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessee in connection with its agreement to collect and remit Maintenance Payments is to forward the Maintenance Payments received from Lessee to Lessor. Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to waive or alter any term or condition of the Maintenance Agreement. There are no rights conferred to TICF to enforce the terms of the Maintenance Agreement. The parties agree (i) that Lessor shall maintain all right, title, and interest in and to all payments of the Lessee arising from the Maintenance Agreement, and (ii) that TICF is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.

LESSOR AND LESSEE HEREBY HOLD TICF HARMLESS AGAINST ANY CLAIM, SUIT, ACTION, PROCEEDING, JUDGMENT, LOSS, LIABILITY, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING OUT. OF OR BASED UPON: (A) ANY BREACH OF ANY AGREEMENT, REPRESENTATION, OR WARRANTY; CONTAINED HEREIN; (B) ANY TAXES, ASSESSMENTS, OR PENALTIES IMPOSED ON TICF BY VIRTUE OF ITS AGREEMENT. TO REMIT TO LESSOR THE MAINTENANCE PAYMENTS IT RECEIVES FROM LESSEE; (C) ANY LOSS, DAMAGE, OR INJURY TO PROPERTY, PERSONS, SERVICES, OR EQUIPMENT. RESULTING FROM OR IN CONNECTION WITH THE LESSOR'S OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT; OR (D) LESSOR'S OR LESSEE'S FAILURE TO FULLY AND TIMELY COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS RELATING TO THE LEASE OR MAINTENANCE AGREEMENT.

IN THE EVENT OF ANY CLAIM BY LESSEE THAT. THE LESSOR HAS FAILED TO PERFORM ITS MAINTENANCE OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT, LESSEE SHALL PROVIDE WRITTEN NOTICE THEREOF TO LESSOR AND TICF, BUT. LESSEE SHALL PURSUE ANY SUCH REMEDIES SOLELY AGAINST. LESSOR. LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT. SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TO TICF UNDER THE LEASE.

### Accepted and Agreed:

LESSOR	: Vesco industrial Trucks of Pickory, Inc.	
Ву:	Ch Kenth	<u> </u>
Name:	Chris Rendleman	!
Title:	CFO	
TOYOTA	INDUSTRIES COMMERCIAL FINANCE, INC.	
Ву:		<u> </u>
Name:		
Title:		

LESSEI	E: CORE SCIENTEFIC, INC. Lesa Lamberson					
Name:	Lesa Lamberson					
Title:	Purchasing Manager					





**EQUIPMENT SCHEDULE NO. 13** SCHEDULE DATE: 11/05/2021 This Equipment Schedule is executed pursuant to, and incorporates by reference the terms and conditions of that certain Master Lease Agreement - Equipment, dated as of 01/22/2020 (the "Master Lease Agreement"), between Vesco Industrial Trucks of Hickory, Inc. ("Lessee"), and the items of equipment described below constitute the "Equipment" referred to in Section 1 SCIENTIFIC, INC. thereof. This Equipment Schedule incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease between Vesco Industrial Trucks of Hickory, Inc. ("Lessor") and Lessee; and is hereinafter sometimes referred to as the "Lease". Capitalized terms used herein without definition shall have the meaning given them in the Master Lease Agreement. 2800 NORTHUP WAY STE 220 BELLEVUE 98004-1440 (ZIP CODE) **Billing Address:** WA (County) 206 Boring Drive Dalton GA 30721 Whitfield Equipment Location: (City) (ZIP CODE) (Street) (County) Type of Operating Conditions: Clean The Monthly Payment includes the Maintenance Payment. The Monthly Payment does not include the Maintenance Payment. PER ITEM OF EQUIPMENT

LeaseTerm (in months)	First Payr	ment Due Date	Monthly Payment includes the Lease but not applicable t	Payment	osit Allowed Ann Operating H	
36			334.15	0.00	500	0.42
			EQUIPMENT DESC			

		EQUIPMENT DESCRIPTION	
Number of Units	Make	Model	New/Used
2	Aichi	SV1932E	New
Serial Numbers		Attachments	
SV1932E-808495, S	V1932E-808496		

1. TERM AND RENT. The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lessee shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date. In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the amount of 1/30th of the Lease Payment per day. Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is exceeded more than ten (10) days after its scheduled due date, Lessee shall pay a late charge equal to the lesser of five percent (5%) of the Lease Payment amount or the maximum amount allowable under applicable law. If any Lease Payment made by Lessee is returned due to non-sufficient funds, Lessee shall pay a returned payment fee.

Lessee acknowledges that Toyota Industries Commercial Finance, Inc. ("TICF") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TiCF's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity (the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or alter any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TICF.

- 2. HOLDOVER. If Lessee fails to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the pro rata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to- Month Payment until the Equipment is received by TICF.
- 3. REDELIVERY. Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TICF. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.
- 4. RETURN CONDITIONS. Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components, attachments, or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped components, attachments, or accessories perform all of their required functions. In





addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; (b) an operational horn, parking brake, and lights; and, if applicable, (c) a battery of equal or better specifications than the original, which battery must be in good working condition, provide 80% of rated capacity, be free of defective cells and have no obvious signs of abuse (abuse includes but is not limited to, signs of overcharging, overwatering and evidence of severe corrosion). If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to place the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

5. MAINTENANCE RECORDS. If requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state, and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges, and other related costs necessary to cause such Equipment to be in full compliance with the terms of the Lease.

6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above. If the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, based on the data reflected in the Equipment's hour meter or other similar mechanical device, Lessee will be billed the Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof. In the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) months period, or, if such period is less than three (3) months, then during such lessee period. Lessee agrees that the Equipment will not be used for personal, family, or household purposes, or for farming or agricultural operations. Lessee will keep the Equipment in a covered area when not in use. Lessee shall only allow operation of the Equipment by competent, fully-trained-in use employees or contractors of Lessee. Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all Manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

LESSOR:	Vesco Industrial Trucks of Hickory, Inc.	LESSEE:	CORE SCIENTIFIC, INC.
By:	Challe	Ву:	Lesa Lamberson
Name:	Chris Re-dlema.	Name:	Lesa Lamberson
Title:	CES	Title:	Purchasing Manager
Address:	525 17th ST NW	Address:	2800 NORTHUP WAY STE 220,
	Hickory, NC 28601-3347		BELLEVUE, WA 98004-1440

### NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION AGREEMENT FOR EQUIPMENT SCHEDULE

TOYOTA
COMMERCIAL FRANCE

CORE SCIENTIFIC, INC. ("Lessee") hereby acknowledges that Vesco Industrial Trucks of Hickory, Inc. ("Lessor") has assigned to Toyota Industries Commercial Finance, Inc. ("TICF"), all of its rights (but none Vesco Industrial Trucks of Hickory, Inc. of its obligations) under that certain Equipment Schedule No. 13 dated as of 11/05/2021 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated as of 01/22/2020 (the "Master Lease Agreement"). The Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease and is hereinafter collectively referred to as the "Lease". The assignment acknowledged herein includes, but is not limited to, all of Lessor's rights to be paid all Lease Payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related to the Schedule) and purchase option. Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule), and purchase option are now to be made directly to TIOF following address, unless otherwise specified by TICF:

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC. PO BOX 660926 DALLAS, TX 75266-0926

The assignment in no way affects the Lessor's obligations, if any, under the Lease (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the Lease Payments and other sums under the Lease is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses, or counterclaims with regard to the Equipment, the Lease, or the obligations to make payments thereunder.

Maintenance Collection. To the extent that: (a) Lessee has indicated to TICF that it maintains a separate maintenance agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its Lease Payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"). TICF agrees that it will accept and collect, on behalf of Lessor, the Monthly Payment under the terms and conditions set forth herein. Lessee hereby agrees that it will pay its Monthly Payment to TICF.

Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lessee for the obligations due and owing by Lessee to TICF under the Lease. It is expressly understood that the Maintenance Payments are not Lease Payments and they are not a payment due under the Lease. Lessee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessee in connection with its agreement to collect and remit Maintenance Payments is to forward the Maintenance Payments received from Lessee to Lessor. Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to waive or alter any term or condition of the Maintenance Agreement. There are no rights conferred to TICF to enforce the terms of the Maintenance Agreement. The parties agree (i) that Lessor shall maintain all right, title, and interest in and to all payments of the Lessee arising from the Maintenance Agreement; and (ii) that TICF is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance

LESSOR AND LESSEE HEREBY HOLD TICF HARMLESS AGAINST ANY CLAIM, SUTI, ACTION, PROCEEDING, JUDGMENT, LOSS, LIABILITY, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR BASED UPON: (A) ANY BREACH OF ANY AGREEMENT, REPRESENTATION, OR WARRANTY; CONTAINED HEREIN; (B) ANY TAXES, ASSESSMENTS, OR PENALTIES IMPOSED ON TICF BY VIRTUE OF ITS AGREEMENT TO REMIT TO LESSOR THE MAINTENANCE PAYMENTS IT RECEIVES FROM LESSEE; (C) ANY LOSS, DAMAGE, OR INJURY TO PROPERTY, PERSONS, SERVICES, OR EQUIPMENT RESULTING FROM OR IN CONNECTION WITH THE LESSOR'S OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT; OR (D) LESSOR'S OR LESSEE'S FAILURE TO FULLY AND TIMELY COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS RELATING TO THE LEASE OR MAINTENANCE AGREEMENT.

IN THE EVENT OF ANY CLAIM BY LESSEE THAT THE LESSOR HAS FAILED TO PERFORM ITS MAINTENANCE OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT, LESSEE SHALL PROVIDE WRITTEN NOTICE THEREOF TO LESSOR AND TICF, BUT LESSEE SHALL PURSUE ANY SUCH REMEDIES SOLELY AGAINST LESSOR. LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TO TICF UNDER THE LEASE.

	Vesco Industrial Trucks of Hickory, Inc.
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	INDUSTRIES COMMERCIAL FINANCE, INC.
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	INDUSTRIES COMMERCIAL FINANCE, INC.

LESSEE	CORE SCIENTIFIC, INC.
Ву:	
Name:	Lesa Lamberson
Title:	Purchasing Manager

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### **EXHIBIT 'W'**

Unit ID No	Schedule No	Contract No	Payer Account No	Account Name	Installed at Address	Installed at City	Installed at ST	Installed at Postal Code	Make	Model	VIN / Mdl-Ser#	Yr	Pre- Petition	Post-Petition	Updated payoff
10000359499	1	50387860	9442	CORE SCIENTIFIC, INC.	2205 Industrial South Rd	Dalton	GA	30721	JLG	SCISSOR LIFT	3246ES-M200031663	2020	0.00	866.24	13,601.61
10000359500	1	50387860	9442	CORE SCIENTIFIC, INC.	2205 Industrial South Rd	Dalton	GA	30721	JLG	SCISSOR LIFT	3246ES-M200031705	2020	0.00	866.24	13,601.61
10000359509	3	50387866	9442	CORE SCIENTIFIC, INC.	1035 Shar-Cal Rd.	Calvert City	KY	42029	JLG	SCISSOR LIFT	3246ES-M200031625	2019	0.00	866.24	12,769.87
10000359510	3	50387866	9442	CORE SCIENTIFIC, INC.	1035 Shar-Cal Rd.	Calvert City	KY	42029	JLG	SCISSOR LIFT	3246ES-M200031369	2019	0.00	866.24	12,769.87
10000359512	2	50387868	9442	CORE SCIENTIFIC, INC.	1035 Shar-Cal Rd.	Calvert City	KY	42029	TOYOTA	5-8FBMK25T	05-8FBMK25T-10079	2020	0.00	1,753.28	25,845.42
10000359518	6	50387872	9442	CORE SCIENTIFIC, INC.	1035 Shar-Cal Rd.	Calvert City	KY	42029	JLG	SCISSOR LIFT	M200033921	2019	0.00	529.56	7,806.90
10000359519	6	50387872	9442	CORE SCIENTIFIC, INC.	1035 Shar-Cal Rd.	Calvert City	KY	42029	JLG	SCISSOR LIFT	M200033922	2019	0.00	529.56	7,806.90
10000359524	5	50387877	9442	CORE SCIENTIFIC, INC.	2205 Industrial South Rd	Dalton	GA	30721	TOYOTA	5-8FBMK25T	05-8FBMK25T-10078	2020	0.00	1,753.28	27,528.80
10000359525	5	50387877	9442	CORE SCIENTIFIC, INC.	2205 Industrial South Rd	Dalton	GA	30721	TOYOTA	5-8FBMK25T	05-8FBMK25T-10080	2020	0.00	1,753.28	27,528.80
10000359531	4	50387890	9442	CORE SCIENTIFIC, INC.	2205 Industrial South Rd	Dalton	GA	30721	JLG	SCISSOR LIFT	1930ES-M200027308	2019	0.00	529.57	8,315.39
10000359532	4	50387890	9442	CORE SCIENTIFIC, INC.	2205 Industrial South Rd	Dalton	GA	30721	JLG	SCISSOR LIFT	1930-ESM200027416	2019	0.00	529.56	8,315.40
10000359538	8	50387893	9442	CORE SCIENTIFIC, INC.	155 Palmer Ln	Marble	NC	28905	TOYOTA	7FBCU15	7FBCU15-70550	2019	0.00	1,038.70	15,363.42
10000359553	7	50387899	9442	CORE SCIENTIFIC, INC.	155 Palmer Lane	Marble	NC	28905	JLG	SCISSOR LIFT	3246ES-M200031706	2020	0.00	874.42	12,890.45
10000359554	7	50387899	9442	CORE SCIENTIFIC, INC.	155 Palmer Lane	Marble	NC	28905	JLG	SCISSOR LIFT	3246ES-M200031707	2020	0.00	874.42	12,890.45
10000359568	9	50387909	9442	CORE SCIENTIFIC, INC.	155 Palmer Lane	Marble	NC	28905	TOYOTA	5-8FBMK25T	05-8FBMK25T-10081	2020	0.00	1,769.82	26,089.26
10000405488	10	50455059	9442	CORE SCIENTIFIC, INC.	206 Boring Drive	Dalton	GA	30721	AICHI	SCISSOR LIFT	SV1930E-796237	2021	0.00	889.66	11,099.65
10000405652	11	50455205	9442	CORE SCIENTIFIC, INC.	206 Boring Drive	Dalton	GA	30721	OTHER	OTHER-OTHER	SV1932E-801917	2021	0.00	727.59	12,644.64
10000405653	11	50455205	9442	CORE SCIENTIFIC, INC.	206 Boring Drive	Dalton	GA	30721	OTHER	OTHER-OTHER	SV1932E-801927	2021	0.00	727.56	12,644.61
10000406977	12	50457252	9442	CORE SCIENTIFIC, INC.	5601 11th AVE S	Grand Forks	NV	58201	AICHI	SCISSOR LIFT	SV1932E-808762	2021	0.00	738.14	11,783.42
10000406978	12	50457252	9442	CORE SCIENTIFIC, INC.	5601 11th AVE S	Grand Forks	NV	58201	AICHI	SCISSOR LIFT	SV1932E-808761	2021	0.00	738.14	11,783.42
10000406979	12	50457252	9442	CORE SCIENTIFIC, INC.	5601 11th AVE S	Grand Forks	NV	58201	AICHI	SCISSOR LIFT	SV1932E-808764	2021	0.00	738.14	11,783.42
10000406980	12	50457252	9442	CORE SCIENTIFIC, INC.	5601 11th AVE S	Grand Forks	NV	58201	AICHI	SCISSOR LIFT	SV1932E-808763	2021	0.00	738.14	11,783.42
10000407083	13	50457378	9442	CORE SCIENTIFIC, INC.	206 Boring Drive	Dalton	GA	30721	AICHI	SCISSOR LIFT	SV1932E-808495	2021	0.00	905.74	11,695.69
10000407084	13	50457378	9442	CORE SCIENTIFIC, INC.	206 Boring Drive	Dalton	GA	30721	AICHI	SCISSOR LIFT	SV1932E-808496	2021	0.00	905.75	11,695.70

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